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FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. May 25, 2010

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on May 18, 2010

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA (ITEMS 1 AND 2)

1. *VAC2010-03-Request to vacate a portion of platted complete access control; generally located south of Central Avenue, on the east side of Ridge Road. (District V)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

2. *VAC2010-04-Request to vacate a portion of a platted setback; generally located east of Hillside Avenue, south of Pawnee Avenue. (District III)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Summer Jackson, Housing Member is also seated with the City Council.

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA (ITEMS 1 THROUGH 4)

1. *DHL Express (USA), Inc. - Agreement - 2163 Air Cargo Road.

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

2. *Landside Utilities, Phase I - Change Order No. 2 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Change Order and authorize the necessary signatures.

3. *Professional Insurance Management - Supplemental Agreement No. 6.

RECOMMENDED ACTION: Approve Supplemental Agreement No. 6 and authorize the necessary signatures.

4. *Federal Aviation Administration - Lease No. DTFASW-10-L-00042 - 1761 Airport Road - Supplemental Agreement No. 2.

RECOMMENDED ACTION: Approve Supplemental Agreement No. 2 and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 23A)

1. Report of Board of Bids and Contracts dated May 24, 2010.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u> Doug Wald	<u>2010</u> Presto #52	<u>(Consumption off Premises)</u> 12728 East Central
<u>Renewal</u> Paul A. Eck	<u>2010</u> *Family Homes Association, Inc.	<u>(Consumption on Premises)</u> 3202 West 13th Street North
<u>New</u> Kulwinder Jaswal Tam Tran	<u>2010</u> Jaswall LLC/dba Petro America *BI DA 3 BI, INC.	<u>(Consumption off Premises)</u> 2838 West Central 4815 East Pawnee

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petitions to construct Sanitary Sewer and Water Improvements in Midland Baptist Church 2nd Addition, east of Ridge, south of 45th Street North. (District V)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Deeds and Easements:

- a. Deeds and Easements. (See Attached)

RECOMMENDED ACTION: Accept documents.

6. Consideration of Street Closures/Uses.

- a. Community Events – Wichita Criterium Bicycle Race. (District IV)
- b. Community Events - Ice Cream Social. (District I)
- c. Community Events - Rock N Run With the YMCA.

RECOMMENDED ACTION: Approve street closure.

7. Agreements/Contracts:

- a. Release of Easements. (District II)
- b. Amendment to City/County Coordination Agreement: Heartland Defense Training Center. (District I)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Change Orders:

- a. Standby Power Generation Change Orders.
- b. Cultural Facilities Enhancements-Old Cowtown Museum Campus Electrical Upgrades Change Order No. 1.

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

9. Minutes of Advisory Boards/Commissions

District VI Advisory Board, April 5, 2010
Historic Preservation Board, April 12, 2010
Wichita Public Library, April 20, 2010
Joint Investment Committee, April 1, 2010
District II Advisory Board, March 1, 2010
District II Advisory Board, April 5, 2010

RECOMMENDED ACTION: Receive and file.

10. Claims Report for April, 2010. (See Attached)

RECOMMENDED ACTION: Receive and file.

11. Change Order and related Settlement: Asbestos Removal at 7700 East Kellogg, former La Quinta Inn. (District II)

RECOMMENDED ACTION: Approve the Change Order on condition of receipt of a full release, and authorize the necessary signatures.

12. Sale of 1024 North Minnesota. (District I)

RECOMMENDED ACTION: Approve the Sale; approve the Real Estate Purchase Contract; and authorize the necessary signatures.

13. Memorandum of Understanding for Little Arkansas River Watershed Protection Plan.

RECOMMENDED ACTION: Approve the Memorandum of Understanding with the McPherson County Conservation District and authorize the necessary signatures.

14. Sole-Source Purchase of MacroTech Units for Zebra Mussel Control at Cheney Reservoir.

RECOMMENDED ACTION: Approve MacroTech as the sole source of supply.

15. Central Maintenance Facility-Replace Roof at Main Building. (District IV)

RECOMMENDED ACTION: Approve the project, adopt the resolution and authorize the necessary signatures.

16. Century II/Expo Hall-Repair/Replace Air Handlers and Rooftop heating, Ventilating and Cooling (HVAC) Units, Roll-up Vehicle Door and Modifications and Repairs to the Energy Center.

RECOMMENDED ACTION: Approve the project, adopt the resolution, and authorize the necessary signatures.

17. Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration.

RECOMMENDED ACTION: Approve the resolution and authorize the necessary signatures.

18. Grant with the Kansas Department of Transportation.

RECOMMENDED ACTION: Approve the filing of the application for the grant with KDOT and authorize the Mayor to execute the contract.

19. Amendment of Contract for Labor Negotiation Consultant Legal Services.

RECOMMENDED ACTION: Approve the amendment to the contract and authorize the Mayor to sign.

20. North Market (NOMAR) Gateway Tower. (District VI)

RECOMMENDED ACTION: Approve the resolution, authorize the project, and authorize the necessary signatures.

21. Wichita Art Museum-Design and Construction of Repairs to Sculpture Deck and Patio. (District VI)

RECOMMENDED ACTION: Approve the project, adopt the resolution and authorize the necessary signatures.

22. Sale of Agricultural Land in Northwest Sedgwick County.

RECOMMENDED ACTION: Approve the Sale; approve the Real Estate Purchase Contract; and authorize the necessary signatures.

23. Second Reading Ordinances: (First Read May 18, 2010)
 - a. List of second reading ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

City of Wichita
City Council Meeting
May 25, 2010

To: Mayor and City Council

Subject: VAC2010-00003 - Request to vacate a portion of platted complete access control; generally located south of Central Avenue, on the east side of Ridge Road. (District V)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes one 40-foot wide drive along the site's Ridge Road frontage. Ridge Road is a four lane arterial at this section. This site was originally platted with complete access control along Ridge Road. Case V-2167 (1999) allowed a full movement drive, lining up with Brunswick Drive (public street right-of-way; ROW), located west, across Ridge Road from the site. The site also has access onto Shade Lane (ROW), located on its south side. The Traffic Engineer is recommending that the proposed drive meet the City's current standard of 200 feet of separation from an existing drive located on the subject site (Lot 1, Woodland Heights 2nd Addition) onto Ridge Road. Traffic Engineering is recommending that the proposed drive be right-in and right-out, with an approved design to ensure that it functions that way. There is public sewer and water located in this portion of Ridge Road. The Woodland Heights 2nd Addition was recorded with the Register of Deeds on April 4, 1985.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

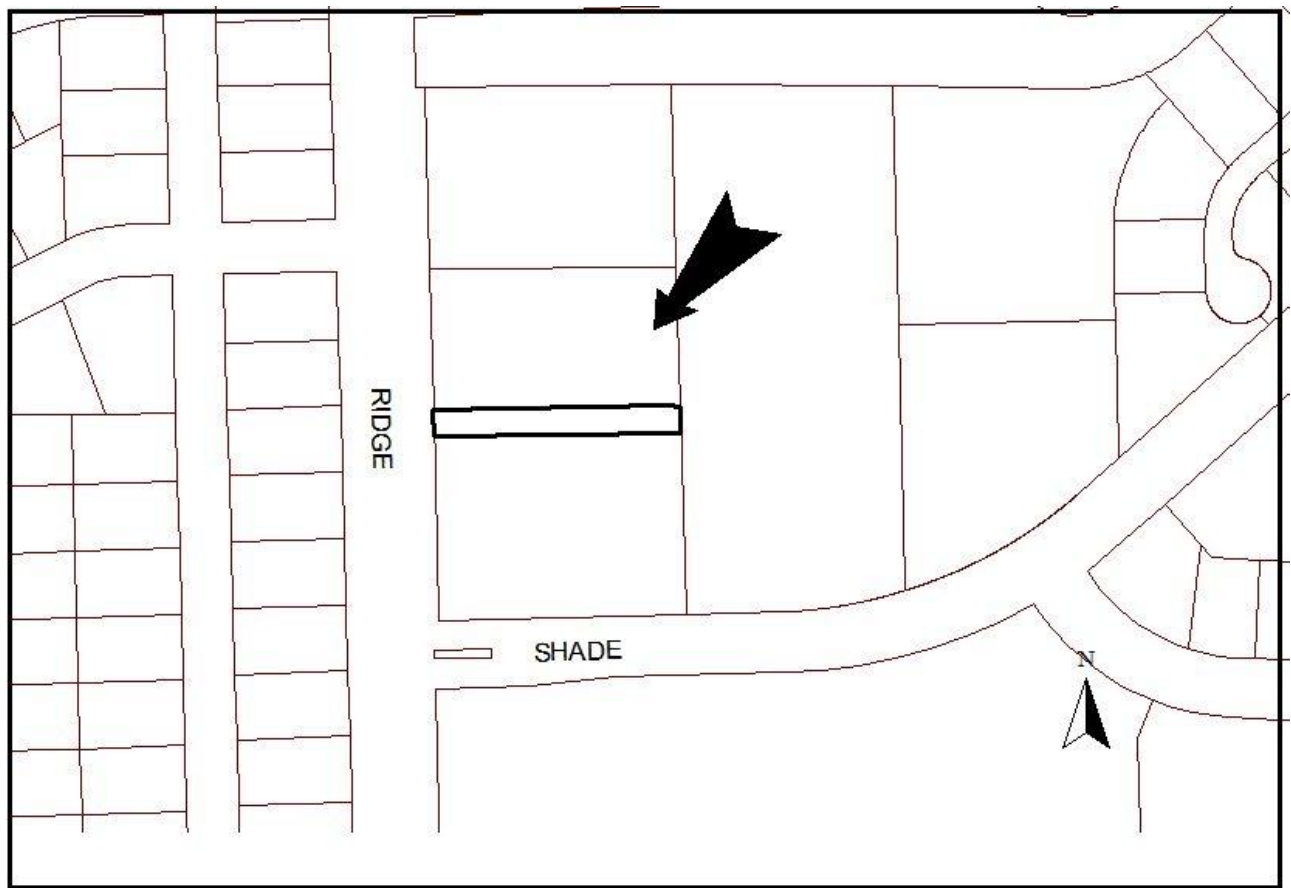
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



City of Wichita
City Council Meeting
May 25, 2010

To: Mayor and City Council

Subject: VAC2010-00004 - Request to vacate a portion of a platted setback; generally located east of Hillside Avenue, south of Pawnee Avenue. (District III)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to vacate the north 10 feet of the platted 30-foot front yard setback that runs parallel to the south lot line of the west 50 feet of Lot 27, Block 4, Pawnee Ranch Addition. The subject property is zoned SF-5 Single-Family Residential ("SF-5"). The Unified Zoning Code has a minimum front yard setback for the SF-5 zoning district of 25 feet. If the setback was not platted, the applicant could request an Administrative Adjustment that would reduce the SF-5 zoning district's minimum 25-foot front yard setback by 20%, resulting in a 20-foot front yard setback. The applicant is requesting a reduction of the front setback to 20 feet. Reduction beyond the 20-foot front yard setback would require a variance, which is a separate public hearing process. There are no platted easements within the platted setback. There are no utilities, manholes, sewer or water lines within the described portion of the platted setback. The Pawnee Ranch Addition was recorded with the Register of Deeds on June 14, 1947.

Analysis: The MAPC voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

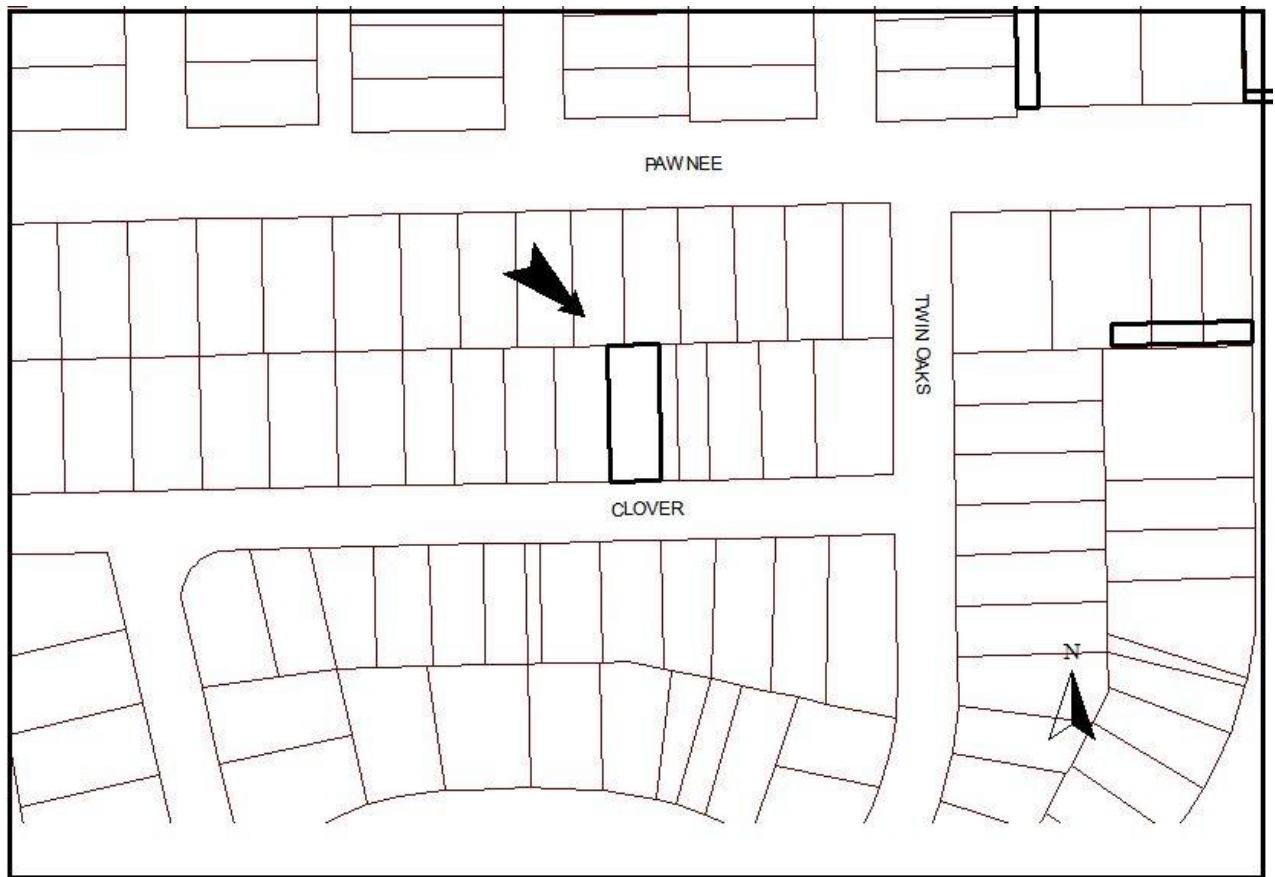
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



**City of Wichita
City Council Meeting
May 25, 2010**

TO: Wichita Airport Authority

SUBJECT: DHL Express (USA), Inc. – Agreement – 2163 Air Cargo Road

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement.

Background: In 1994, the Wichita Airport Authority issued Airport Special Facilities Revenue Bonds to Airborne Freight Corporation in an amount of \$1,215,000 for the construction of a 20,647 sq. ft. cargo handling facility located at 2163 Air Cargo Road on Wichita Mid-Continent Airport. The term of the agreement was from June 1, 1994 through December 31, 2009, with three, five-year options. On August 15, 2003, DHL acquired the ground and related operations of Airborne, Inc. and Airborne Inc.'s wholly owned subsidiary Airborne Express, Inc. DHL then merged Airborne into DHL Express (USA), Inc., effective January 1, 2005. As a result of cutbacks in its U. S. operations, DHL explored ways to downsize its operations and expenses related to those operations across the country. In that DHL's activity on Mid-Continent Airport decreased, the company no longer required full usage of the 20,647 sq. ft. building. In response to DHL's notice to the WAA that they would not be exercising their five-year option and were searching for a smaller, off-airport location, Airport staff recommended to DHL that they lease a portion of the facility and return the balance of the facility to the WAA for lease to other tenants. DHL was amenable to this arrangement, and a new lease was negotiated.

Analysis: WAA policy dictates that facilities constructed and paid for by tenants are the property of the WAA. The bonds have been paid in full by DHL. In an effort to keep this long-term tenant on the airport, the WAA is recommending that DHL be offered a new, five-year agreement for use of 3,012 sq. ft. of office space and 6,543 sq. ft. of warehouse space. The remainder of the garage/warehouse space will be offered to other prospective tenants, or may be leased by DHL in the event their business rebounds.

Financial Considerations: During the bond lease, DHL was required to pay only land rent to the WAA. The rental rate included in the current agreement is at the rate of \$6 per sq. ft. for office space and \$3.11 per sq. ft. for warehouse space. This will generate annual revenue of \$38,420.72, with a potential of approximately \$35,000 in additional revenue when the remainder of the facility is leased.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through negotiating agreements which allow Mid-Continent's airport partners to continue their operations on the airport; which, in turn, generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

Legal Considerations: The agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the agreement, and authorize the necessary signatures.

Attachment: Agreement.

AGREEMENT

By and Between

THE WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

DHL EXPRESS (USA), INC.

For

Use of Facility – 2163 Air Cargo Road
Wichita Mid-Continent Airport

THIS AGREEMENT, made and entered into this May 25, 2010 by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "LESSOR"; and DHL EXPRESS (USA), INC., hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, Lessor owns an existing facility located at 2163 Air Cargo Road on Wichita Mid-Continent Airport, hereinafter referred to as the Airport; and

WHEREAS, Lessor desires to lease to Lessee and Lessee is desirous of renting from Lessor certain premises at the Airport to be used in connection with Lessee's business of air freight carrier and handling services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 – PREMISES

"Premises" as used herein shall be the "Exclusive Use – Building" and "Exclusive Access Areas" located at 2163 Air Cargo Road on the Airport.

Exclusive Use – Building. Lessor does hereby lease to Lessee that portion of the building consisting of 9,555 square feet, as reflected on Exhibit "A", attached hereto and made a part hereof.

Exhibit "A" sets forth the general layout of the portion of the building to be leased to the Lessee but shall not be deemed to be a warranty, representation, or agreement on the part of the Lessor that the building or any portion thereof will be or will continue to be exactly as indicated on said diagram.

Exclusive Access Areas. As part of the building rental fee, Lessee shall have exclusive use and access to the paved area directly in front of its exclusive use leasehold, and the parking/loading/unloading area directly in front of its leasehold equal to the width of the exclusive use area, and extending to a point 60 feet beyond the building edge, as reflected on Exhibit "A", attached hereto and made a part hereof.

Common Use – Aircraft Parking Apron – Airfield Side. In addition to the Exclusive Access Areas, Lessee and its contracted air carriers may use Common Use Premises in conjunction and cooperation with others as reflected on Exhibit "A", attached hereto and made a part hereof.

ARTICLE 2 - USE

Permitted Use. Upon performance of the Agreement, provisions and conditions contained in this Agreement, Lessee and its contracted air carriers shall have use of the Premises and Common Use Premises to engage in the performance of certain and specific activities as defined herein, together with the right of ingress and egress, in common with others, for both vehicles and aircraft, and its customers, agents, invitees, contractors, representatives and employees, in a reasonable manner for the purposes described hereinafter and for activities incidental or related thereto. It is understood and agreed that both the Premises and Common Use Premises shall be used and occupied for aviation purposes or purposes incidental or related thereto. Lessee hereby agrees that the described Premises and Common Use Premises may be utilized by Lessee and its contracted air carriers for the sole purpose wherein Lessee and its personnel and contracted air carriers may perform the activities related to air freight carrier and/or handling service at the Airport.

In conjunction with, and to facilitate Lessee's activities related to air freight carrier and/or handling service at the Airport, the Premises may be used for minor vehicle repairs in accordance with current city codes and Airport standard operating procedures. No welding, dispensing or draining of fuels, painting of vehicles, or major repairs shall be permitted inside the building.

Non-Exclusive Use of Certain Facilities. Lessor grants the Lessee and Lessee's contracted air carriers, for the purposes for which such facilities were designed and constructed and for no other purposes, in common with others, the non-exclusive use of the Airport and appurtenances, together with all facilities, equipment improvements, and services which are now, or may hereafter be, provided at, or in connection with, the Airport from time-to-time on a non-exclusive use basis, including, but not limited to the Air Operations Area of the Airport, driveways, floodlights, beacons, signals, radio aids, or other conveniences for aeronautical operations, landing and takeoff of aircraft. As used in this Agreement, "Air Operations Area" shall mean those portions of the Airport from time to time provided and made available by the Lessor for aircraft and related operations and includes runways, taxiways, ramps, aprons, and areas directly

associated therewith which are not exclusively leased areas of the Lessee or any other tenant on the Airport.

The Lessee recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use the ramps and driveways serving their areas and other areas not under an exclusive lease, and the Lessee shall conduct its operations in such a manner as to not impede access, interfere with, or disrupt the business of and quiet enjoyment of other tenants. The Lessor reserves the right to grant, or to permit other parties the right, to use any portion of the Airport except that described in Lessee's Premises.

Parking. Vehicle parking by the Lessee, its agents, employees, or licensees shall be within the leased Premises as reflected on Exhibit "A".

Ramp Management. The Lessee and its contracted air carriers will operate on the ramp pursuant to the directives of the Lessor.

Non-interference with Operation of Airport. Lessee covenants and agrees that it will not allow any condition on the Premises or Common Use Premises, nor permit the conduct of any activity on such Premises or Common Use Premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities; nor will Lessee use or permit the Premises or Common Use Premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard; provided that the foregoing shall not impart on Lessee any obligations with respect to conditions not caused by Lessee or its employees, agents or contractors. If any proscribed or prohibited condition or activity, as described above, shall be permitted to exist on the Premises, Common Use Premises, or on any part thereof, then, as an alternative to termination of this Agreement under Article 31 the Lessor, after giving 10 business days written notice to Lessee, during which period Lessee may abate or correct the omission or objection, so set forth in Lessor's notice, may thereupon correct such omission or objection by entering the Premises or Common Use Premises, or by its agents or employees, without such entering causing or constituting a termination of this Agreement or an interference with possession of Premises or Common use Premises by Lessee, and the Lessor may cause abatement of such proscribed or prohibited condition or activity; and, in such event, the Lessee agrees to pay the Lessor the reasonable expenses of the Lessor incurred in the above connection as additional rent within 30 days after submission of an invoice showing the reasonable expenditure or the incurring of any such reasonable expenditure by the Lessor.

No Unlawful Activity. This Agreement shall not be construed as authorizing the Lessee to engage in any activity that is unlawful or which is contrary to, or in conflict with, any federal, state or local law, ordinance, rule or regulation, or standard operating procedure, and the Lessee does hereby indemnify and hold the Lessor harmless from any act or failure by the Lessee in respect to this obligation.

No Grant of Concession. This Agreement is not intended to, nor shall it be construed as, authorizing the Lessee to conduct a concession on the Airport.

No Unauthorized Use. The Lessee shall not conduct or permit any employee to conduct any business or commercial operation not herein or otherwise authorized by the Lessor.

ARTICLE 3 - TERM

The term of this Agreement shall be for a period of five years commencing on January 1, 2010 and terminating on December 31, 2014.

ARTICLE 4 – RENEWAL OPTIONS

Lessee shall have and is hereby given the right and option to extend the term of this Agreement for one, five-year period from and after December 31, 2014, provided that (i) Lessee shall give Lessor written notice of its intention to exercise such option at least 180 days prior to the expiration of the previous term, and (ii) Lessee is not in default, beyond any applicable notice and cure periods provided hereunder, in the payment of rent at the time it gives Lessor such notice or at the time said additional term commences. In the event that Lessee fails to give required notice to Lessor, this Agreement shall automatically terminate at the end of the previous term of this Agreement.

In the event Lessee exercises an option for the additional term, subject to the provisions for adjustment in rents, as set forth in Article 6, all terms, covenants, and provisions set forth in this Agreement shall be in full force and effect and binding upon Lessor and Lessee during such additional term.

ARTICLE 5 - RENT

As rent for the Premises, Lessee covenants and agrees to pay Lessor rental during the term of this Agreement for the use of said Premises commencing on January 1, 2010.

Rental shall be based upon the use of 3,012 sq. ft. of office space, and 6,543 sq. ft. of warehouse space, as follows.

Office (3,012 sq. ft.):

<u>Period</u>	<u>Rate/Sq.Ft.</u>	<u>Annual</u>	<u>Monthly</u>
01/01/10 – 12/31/14	\$6.00	\$18,072.00	\$1,506.00

Warehouse (6,543 sq. ft.):

<u>Period</u>	<u>Rate/Sq.Ft.</u>	<u>Annual</u>	<u>Monthly</u>
01/01/10 – 12/31/14	\$3.11	\$20,348.73	\$1,695.73

Rental shall be adjusted accordingly if the Premises are modified under the terms of this Agreement.

Lessee shall pay to Lessor in advance on the first day of each month, without demand or invoicing, rentals for Lessee's Premises as set forth herein. In the event Lessee fails to make payment within ten (10) days of the dates due as set forth in this Article, then Lessor may charge Lessee a monthly service charge equal to the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by Lessor in attempting to obtain payment. Lessor shall give Lessee written notice of any rental payments not received by the date due.

Lessee shall pay Lessor rentals for Lessee's Premises, and reasonable fees and charges for the other rights, licenses, and privileges granted hereunder during the term of this Agreement, and shall file periodic reports as requested by Lessor from time to time.

All rental payments shall be made to The Wichita Airport Authority, 2173 Air Cargo Road, P. O. Box 9130, Wichita, Kansas 67277-0130.

ARTICLE 6 – RENT DURING RENEWAL OPTION

Facility rental during the renewal option shall be equal to the sum of (i) the rental then in effect plus (ii) an amount equal to the product obtained by multiplying (a) the rental then in effect times (b) the percentage increase in the CPI (defined below) from the commencement date of the Lease through the last day of the initial term. In no event shall the rental in effect immediately prior to such adjustment be decreased as a result of such adjustment. "CPI" shall mean the Consumer Price Index for All Urban Consumers, All Items for the Kansas City MO-KS (Base year 1982-84 = 100) published by the United States Department of Labor, Bureau of Labor Statistics. If the Bureau of Labor Statistics substantially revises the manner in which the CPI is determined, an adjustment shall be made in the revised CPI which would produce results equivalent, as nearly as possible, to those which would be obtained hereunder if the CPI were not so revised. If the 1982-84 average shall no longer be used as an index of 100, such change shall constitute a substantial revision. If the CPI becomes unavailable to the public because publication is discontinued, or otherwise, Lessor shall substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by a governmental agency, major bank, other financial institution, university or recognized financial publisher. If the CPI is available on a monthly (or alternating monthly) basis, the CPI for the months in which (or immediately preceding, as the case may be) the commencement date and last day of the term, respectively occur shall be used.

ARTICLE 7 – UTILITIES

Standard Facilities. The Lessee shall have the right to access the utility service facilities, including gas, water and electricity, which are available at the Premises. The Lessee is responsible for upgrading the existing utilities at the Premises to the condition and capacity as deemed appropriate by the Lessee and approved by the Lessor to operate Lessee's business from the Premises, at the Lessee's sole expense, to the extent the same are insufficient. Should the Lessee's operations require utility facilities not presently at the Premises' boundary, the Lessee will, at the Lessee's sole expense, install service lines for the utility facilities; however, such installation shall require prior approval by the Lessor. It is understood by Lessee that Lessor will

furnish gas, electric, and water systems to the building. Lessee shall pay all costs for utility services used by Lessee at or upon the Premises, if approved by Lessor, with no responsibility or expense incurred by Lessor. Such payment by Lessee shall be made directly to the utility supplier or service provider, except that if such utilities should be supplied by the Lessor, then in this event, Lessee will pay those costs to Lessor upon receipt of invoice therefore. Lessee agrees that any such costs invoiced to Lessee will be based upon the rates charged to Lessor by utility supplier, plus reasonable capital and administrative recovery costs.

In that Lessee is the only occupant of the building as of the commencement date of this Agreement, Lessee agrees to pay the costs of all utilities. If, in the future, the remaining portion of the building is leased to another occupant, Lessor and Lessee shall arrive at an equitable distribution of the utility costs based upon usage of the facility, as necessary.

ARTICLE 8 - ACCEPTANCE OF PREMISES

Except as may be otherwise expressly provided in this Agreement, Lessee agrees to accept the Premises in its presently existing condition, "as is," "where is," and "with all faults" and that Lessor shall not be obligated to make any improvements or modifications thereto except to the extent that may otherwise be expressly provided in this Agreement.

ARTICLE 9 – LEASEHOLD IMPROVEMENTS/ALTERATIONS

Lessee shall have the right during the term hereof, at Lessee's expense, from time to time, to make interior modifications as it may deem necessary or desirable in connection with its operation under this Agreement; provided, however, that Lessee shall first submit plans and specifications for such alterations to the Lessor for approval.

All such alterations or improvements shall be performed in a workmanlike manner in accordance with all applicable governmental regulations, building codes, Airport rules and regulations, Lessor design and construction standards, Lessor standard operating procedures, Airport security program and all other applicable regulations, codes, and requirements, and will not weaken or impair the structural strength, or lessen the value of the building, or change the purposes for which the building or any part thereof, may be used. Any such alterations or improvements shall be erected at the sole cost and expense of Lessee, and Lessee shall have no right, authority, or power to bind Lessor or any interest of Lessor in the Premises, for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements/alterations.

Design and construction specifications and documents for any improvements/alterations must be reviewed by the City of Wichita Office of Central Inspection and/or the Planning Department or other departments as may be identified from time to time, as may be applicable, prior to the issuance of a building permit.

Lessee warrants that the improvements/alterations, when completed, will be necessary or useful in its development for use by Lessee for its purposes.

No exterior alterations will be allowed to the building, without prior written approval by the Lessor.

ARTICLE 10 – LIENS

Lessee, shall cause to be removed any and all liens of any nature arising out of or because of any construction performed by Lessee, or any of its contractors or subcontractors upon the Premises or arising out of or because of the performance of any work or labor upon or the furnishing of any materials for use at the Premises by or at the direction of Lessee, except that Lessee, shall have the right to contest such a lien and the requirement to remove a lien shall be stayed as long as Lessee is prosecuting in good faith the defense of such lien, including appeals.

ARTICLE 11 - SIGNS

Lessee shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any area outside the leasehold of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting Lessee's right to enter agreement with a Lessor-authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

Any identifying signs erected, installed, operated or attached to the Premises will require the prior written approval of Lessor. Such approval, if any, may consider and provide conditions including, but not limited to, size, type, content, and method of installation.

It is understood that signage and location of the signage may be changed and altered from time to time as mutually agreed upon between the parties.

ARTICLE 12 - PORTABLE STORAGE CONTAINERS/STRUCTURES

Unless specifically approved in writing, and under conditions specified by Lessor, Lessee shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure, which does not qualify as a building or structure under Title 18 of the Code of the City of Wichita. Lessor will not unreasonably withhold approval of such container(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or at the discretion of Lessor, is shielded from public view by means of location, fencing, or other such approved shielding methods.

Unless specifically approved, and under conditions specified by Lessor, Lessee shall not place or allow to be placed upon Premises, any type of portable or temporary structure, mobile home, modular structure or device. Lessor will not unreasonably withhold approval of such structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

Cargo shipping containers used by Lessee for the purpose of storing and shipping cargo are not subject to this provision.

ARTICLE 13 – DROP BOXES

Drop boxes will be allowed in locations approved by the Lessor. Drop boxes shall be located so as not to interfere with ingress and egress of any occupants of the building.

ARTICLE 14 – MAINTENANCE AND REPAIR

Lessor's Responsibilities. Lessor shall be responsible at its sole cost and expense for maintenance, repair, or replacement and upkeep of the following structures, facilities, systems, equipment, and fixtures, except for damage caused by Lessee and not considered "normal wear and tear". For purposes of this Agreement, normal wear and tear shall be defined as the physical deterioration which occurs in the normal course of the use for which a property is intended, without negligence, carelessness, accident or abuse of the Premises.

- (a) Roof, roof structures, ceiling tiles damaged by roof leaks, and appurtenances thereto;
- (b) Structural components of the building, including, without limitation, the façade and exterior walls, gutters and downspouts, paint, and load-bearing structures;
- (c) Plumbing and fixtures up to and terminating at the shut-off valve entering the building Premises;
- (d) Electrical system up to and terminating at the breaker panel entering the building Premises;
- (e) Replacement of mechanical systems, including heating, ventilation and air conditioning;
- (f) Gas utilities;
- (g) Sewer utilities;
- (h) Exterior and parking lot lighting;
- (i) Paved areas of the parking lot and loading docks including marking and striping;
- (j) Driveways, streets and roadways, vehicular ingress/egress and access-ways;
- (k) Grading and drainage;
- (l) Landscaping and irrigation system;
- (m) Fencing in place at the time of the commencement of this Agreement;
- (n) Paved areas of Common Use, Equipment Staging Area and Aircraft Parking Apron reflected in this Agreement, as well as subsurface conditions;
- (o) Damages to the Premises which arise from the negligence or willful misconduct of Lessor or its agents, employees or contractors; and
- (p) Damages to property or equipment covered by Lessor's insurance.

Lessee's Responsibilities. Lessee shall be responsible at its sole cost and expense for maintenance, repair and upkeep in Lessee's Premises, including:

- (a) Leasehold improvements, decorations, finishes, fixtures, equipment and furnishings;
- (b) Glass replacement;
- (c) Interior painting;
- (d) All interior lighting fixtures and standards including bulbs, tubes, ballasts, starters, switches and outlets;

- (e) Maintenance of mechanical systems, including heating, ventilation and air conditioning and associated motors, pumps, ducting and filtration systems;
- (f) Interior and exterior pedestrian and roll-up doors, frames, closures and hardware;
- (g) Docks and dock levelers;
- (h) Security access and monitoring systems, if any;
- (i) Separate fire monitoring and alarm systems installed by Lessee, if any;
- (j) Manual lock and key system;
- (k) Walls, windows, ceilings, partitions and floors;
- (l) Plumbing and plumbing fixtures beginning at the shut-off valve entering the building Premises;
- (m) Hot water heater(s) and fixtures thereto;
- (n) Electrical system beginning at the breaker panel entering the building Premises;
- (o) Damages to premises which are caused by Lessee and are not considered normal wear and tear as defined herein; and
- (p) Any other repairs as required or necessary to keep the Premises in proper condition for the conduct of business, to the extent the same are not the responsibility of Lessor pursuant to the express terms of this Lease.

With the exception of painting, light bulbs, ballast or tubes, all maintenance and repair by Lessee under this part shall be performed by a licensed and reputable contractor. Replacement parts and components shall be of good quality and commercial grade no less than equal to the quality of existing parts and components. In lieu of, or in addition to, services provided to the Lessee by a licensed contractor under this part, the Lessee may choose to solicit the services of the Lessor to perform maintenance, repair, or replacement, and Lessor may, at its sole option, choose to perform services at a reasonable cost mutually agreed upon by Lessee and Lessor.

Lessee shall be responsible for all janitorial service within the Premises, and shall provide daily routine premises clean-up work and trash removal to keep the Premises and Common Use Premises occupied by Lessee in good and tenantable condition through the term of this Agreement.

Lessee shall be responsible for the removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the Premises, Common Use Premises occupied by Lessee, or out of its operation. Such removal will conform with all governmental requirements and regulations as more fully described in Article 27, "Environmental". Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine, daily clean-up of the surrounding areas. Lessee shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises or Common Use Premises occupied by Lessee upon demand of Lessor. Lessee shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises or Common Use Premises occupied by Lessee is forbidden.

In addition to other rights and remedies of the Lessor hereunder, should Lessee fail to perform its upkeep, maintenance and repair responsibilities beyond any applicable notice and cure periods

provided hereunder, Lessor may, but is not obligated to, perform maintenance and make repairs thereon and thereto which it determines to be necessary, charging the reasonable costs of the same to the expense of Lessee upon thirty (30) days prior written notice of its intent to do so; except in case of emergency for which no notice is necessary, plus a twelve percent (12%) administrative fee. Such amount shall be paid by the Lessee to Lessor no later than thirty (30) days after the date of invoice from the Lessor to the Lessee for such costs, together with supporting documentation.

Lessee shall be responsible for snow and ice removal in the Premises and Common Use Premises occupied by Lessee as reflected on Exhibit "A". At no time shall Lessee engage in snow and ice removal beyond the areas identified above without the prior knowledge and approval of the Lessor.

Snow piles, windrows or other accumulations of snow shall not:

- (a) Be closer than twenty five feet from any security fence;
- (b) Block any access gates or controls;
- (c) Block or impede any taxiway or taxi lane;
- (d) Impose an obstruction within the object free area (OFA) of any taxiway or taxi lane;
- (e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-arranged designated paved areas, to be removed by Lessor when time and equipment availability permit, so long as such piles/accumulations comply with a. through e. of this Section.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, *Airport Winter Safety and Operations*, Section 4-6 *Approved Chemicals*, current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by Lessor, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that Lessor may impose, including but not limited to compliance with Airport rules and regulations, and standard operating procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of not less than \$1,000,000 limit, naming Lessee, the Wichita Airport Authority and the City of Wichita as additional insureds.

ARTICLE 15 – LESSOR’S RIGHTS AND PRIVILEGES

Lessor expressly reserves from the Premises:

- (a) Mineral Rights. All gas, oil and mineral rights in and under the soil.
- (b) Air Space. A public right of flight through the air space above the surface of the Premises and Common Use Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft

- used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of Lessor will result from the exercise of this right.
- (c) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify on the premises navigational aids.
 - (d) Utility Right-of-Way. The right to install, maintain and modify utilities and to grant utility rights of way to others over, under, through, across or on the Premises or Common Use Premises located within 25 feet of the outside boundary lines.
 - (e) Entry and Inspection of Premises. The right of Lessor, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises and/or Common Use Premises:
 - (1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether Lessee has complied, and is complying with the terms and conditions of this Agreement;
 - (2) To Inspect Premises, Common Use Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and
 - (3) To perform maintenance, repair, or replacement as required and necessary to maintain Premises and Common Use Premises in good condition and working order as required under ARTICLE 14 (a) through (q).
 - (f) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises and the Common Use Premises. Revenue-producing communication systems or systems not directly applicable to Lessee's operations on the Premises and Common Use Premises are prohibited except upon the specific approval of the Lessor.

Provided that exercise by Lessor of any such reserved rights (a) through (d) will be without expense to the Lessee and will not unreasonably or materially interfere with Lessee's use of the Premises and Preferential Use Premises and will not delay Lessee in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance. Lessor shall give Lessee reasonable prior notice in writing of the exercise of its rights under (c), (d) and (e).

ARTICLE 16 – LESSEE'S RIGHTS AND PRIVILEGES

Lessee and its contracted air carriers shall have the following rights and privileges on the Premises and on the Airport:

- (a) The right to install, operate, repair and store upon the Premises all equipment necessary for the conduct of Lessee's business.
- (b) The right of ingress and egress to and from the Premises, which rights shall extend to Lessee's employees, invitees and guests, subject, however, to all reasonable security regulations; and
- (c) The right in common with others authorized to do so to use the common areas of the Airport.

ARTICLE 17 – AIRPORT SECURITY PROGRAM

Lessee must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured air operations area (AOA), and security identification display area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set forth under this Section. With respect to the issuance, maintenance, and administration of I.D. Media, the Lessee shall pay or cause to be paid to the Lessor all such reasonable charges as may be established from time to time by the Lessor. Such costs may include, but are not limited to: (i) the initial issuance of I.D. Media; (ii) the replacement of lost or stolen I.D. Media; (iii) reasonable administrative costs with respect to those I.D. Media not returned to the Lessor.

Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the period of this Agreement. The Lessee shall be responsible for requesting the Lessor issue I.D. Media to all employees or other persons who are authorized access to Security Identification Display Areas (“SIDA”) on the Airport as designated in the Airport Security Program. In addition, Lessee shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of Lessee’s personnel transferred from the Airport, or terminated from the employ of Lessee.

Lessee covenants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable provisions of 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access which Lessee maintains. The Lessor shall have the right to require the Lessee to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. Lessee also hereby agrees that it shall be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. Lessee hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the Transportation Security Administration (“TSA”), Federal Aviation Administration (“FAA”), or Lessor. Lessee further agrees to rectify any security deficiency or other deficiency as may be determined as such by the Lessor, the Department of Transportation (“DOT”), the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event Lessee fails to remedy any such deficiency, the Lessor may do so at the sole reasonable cost and expense of Lessee. The Lessor reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency. When the Lessor takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should Lessee, its employees, subcontractors, suppliers, agents, and/or representatives cause any security violations, and should Lessor be cited for a civil fine or penalty for such security violation, Lessee agrees to reimburse Lessor for any monetary civil fine or penalty, which may

be imposed on Lessor by FAA or TSA, however, nothing herein shall prevent the Lessee from contesting the legality, validity or application of such fine or penalty to the full extent Lessee may be lawfully entitled. Lessee may have I.D. Media/access privileges immediately suspended and/or revoked by Lessor for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein. Such actions may also be grounds for termination of this Agreement for non-compliance as defined under Article 31, Cancellation by Lessor, at the sole discretion of Lessor, if such failure by Lessee is not cured by Lessee within thirty (30) days after receiving written notice from Lessor of such failure.

Before the Lessee shall permit any employee to operate a motor vehicle of any kind or type on the AOA (unless such employee is escorted by a Lessor-approved escort), the Lessee shall ensure that all such vehicle operators possess current, valid, and appropriate Kansas driver's license, I.D. Media, and Vehicle Ramp Permit. Lessee company vehicles prominently displaying a permanent company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The Lessee agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Lessee acknowledges and understands that the foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts, and other unlawful activities at the Airport.

ARTICLE 18 – TITLE TO FACILITIES, IMPROVEMENTS & TRADE FIXTURES

It is understood and agreed that title to the Premises shall be, and shall remain, exclusively with Lessor during the term of this Agreement or any extension(s) thereof. Lessee shall, without cost to Lessor, furnish and install all non-attached furniture, modular offices, fixtures, decorations, accessories, equipment and tools necessary to conduct its business, referred to herein as "trade fixtures". Title/ownership to non-attached "trade fixtures" shall remain with Lessee. All "trade fixtures" shall be good quality, safe, fire resistant, clean and attractive in appearance.

All alterations and "fixed improvements," except "trade fixtures", equipment, and personal property of Lessee put in at the expense of Lessee, shall remain upon and be surrendered with the Premises as a part thereof, at any termination of this Agreement, for any cause, and shall become the property of the Lessor. The term "fixed improvements" shall be construed to include all structures erected upon the Premises, including but not limited to fencing, grading and pavement, underground wires, cables, pipes, conduits, tanks and drains, and all other property of every kind and nature which is permanently affixed to the Premises.

Any movable furniture, "trade fixtures," partitions and all other equipment installed at Lessee's sole cost and expense shall at all times be and remain the property of Lessee. Notwithstanding anything contained herein to the contrary, Lessee shall have no obligation to remove such fixtures, equipment and alterations described herein unless Lessor shall notify Lessee of its required removal.

ARTICLE 19 – FIRE & POLICE PROTECTION

Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants on the Airport. The City of Wichita currently charges Lessor a fee for provision of police and fire protection of the Airport. It is understood and agreed that Lessor may impose a fair and equitable charge to recover Lessee's proportionate share of Lessor's costs of these services. If, during the term of this Agreement, Lessor chooses to provide police and fire services directly, the recovery will be adjusted based upon Lessor's established reasonable rate.

ARTICLE 20 – FIRE EXTINGUISHERS

Lessee shall furnish and maintain on the Premises sufficient portable fire extinguishing units as may be required by insurance risks or as designated by Lessor. Lessee shall keep in proper functioning order all fire fighting equipment located on the Premises as reasonably required by Lessor, and in accordance with NFPA, and state and local fire codes.

From time to time and as often as reasonably required by Lessor and in accordance with state and local fire codes, Lessee shall conduct appropriate inspections and tests of all fire monitoring, alarm and extinguishing equipment, systems and apparatus located on the Premises. Lessor and Lessor's agents, licensees, and invitees shall have the right to enter upon the Premises during normal working hours for the purpose of inspecting and maintaining the same.

ARTICLE 21 – INDEPENDENT CONTRACTOR

In the use of the Premises and in conducting its business, the Lessee acts as an independent contractor and not as an agent of the Lessor. The selection, retention, assignment, direction and payment of the Lessee's employees shall be the sole responsibility of the Lessee. The Lessor shall not attempt to exercise any control over the daily performance of duties by the Lessee's employees, except to the extent and in the manner required by law or regulation in order to meet security obligations mandatory for continued operation or certification of the Airport.

ARTICLE 22 – ASSIGNMENT OR SUBLETTING

No Sublease. Lessee may not sublease all or any portion of the Premises, or permit all or any portion of the Premises to be used or occupied by anyone other than the Lessee and its contracted air carriers.

No Assignment Without Lessor Approval. Neither this Agreement nor any part thereof may be assigned, transferred, mortgaged, encumbered, or pledged by process or operation of law or in any other manner whatsoever, without the prior written approval of Lessor. Any transaction that has the practical or legal effect of transferring the Lessee's beneficial ownership or control of this Agreement, or any of the rights or obligations hereunder, is prohibited without Lessor's prior written approval. Lessor shall not unreasonably withhold, condition or delay its approval to a proposed assignment so long as the proposed assignee continues to use the premises solely for the purposes set forth in this Agreement, possesses financial resources and operational experience satisfactory to Lessor, and any guarantor hereof remains bound, agrees in writing to

be bound by any of the terms and conditions of this Agreement, and the Lessee agrees to remain primarily liable for full and timely performance of this Agreement. Any reasonable legal or other fees incurred by Lessor in the review of any proposed assignment shall be paid by Lessee. Notwithstanding the foregoing or anything else in this Lease to the contrary, Lessee may, without prior notice or consent, assign this Lease to: (i) any entity controlled by, controlling or under common control of Lessee's parent Deutsche Post; or (ii) an entity acquiring or succeeding to substantially all of the business of Lessee, by merger, spin-off, reorganization, consolidation, acquisition (of assets or equity) or otherwise.

ARTICLE 23 – INSURANCE

The Lessee agrees to maintain public liability insurance during the term hereof which protects the Lessor and City of Wichita, as additional insureds, with terms and companies as approved by Lessor, which approval shall not be unreasonably withheld, conditioned or delayed, in an aggregate amount of not less than \$2,000,000 per occurrence. In addition, the Lessee shall maintain a policy of comprehensive automobile liability insurance in a combined single limit of not less than \$500,000, and a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and \$500,000 Employer's Liability. Lessee agrees that in the event of future changes in the law and upon notice by the Lessor, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events of this paragraph.

The Lessee agrees, prior to the commencement of this lease term, to provide Lessor with certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. Such certificate shall contain a clause providing ten (10) days' prior notice to the Lessor before any material change or cancellation is effective.

ARTICLE 24 – FIRE AND EXTENDED COVERAGE INSURANCE

Lessor agrees to insure the building, which includes the Premises, and Lessee, in addition to all other rentals and charges provided for herein, agrees to pay its prorata share of the annual premium cost of said Fire and Extended Coverage Insurance, plus its prorata share of any deductible required to be paid by Lessor under its blanket policy which is attributable to the building. Lessee's prorata share will be based upon the ratio the square footage of the Premises bears to the total square footage included in the existing building.

Lessee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Lessee-owned property. Lessor shall not be required to provide such insurance coverage or be responsible for payment of Lessee's cost for such insurance.

ARTICLE 25 – SUBROGATION OF INSURANCE

Lessor hereby waives any and all rights of recovery against Lessee for or arising out of damage or destruction of the building, or the demised premises, or any other property of Lessor, from causes then included under any of its property insurance policies, to the extent such damage or

destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of Lessee, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

Lessee hereby waives any and all rights of recovery against Lessor for or arising out of damage to or destruction of any property of Lessee from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of Lessor, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

ARTICLE 26 – INDEMNITY

Lessee shall protect, defend and hold Lessor and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the Lessee's use or occupancy of the premises or the acts or omissions of Lessee's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence or the acts or omissions of the City of Wichita or Lessor's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur. The Lessor shall give to Lessee reasonable notice of any such claim or actions. The Lessee shall also use counsel reasonably acceptable to Lessor in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

Lessor shall protect, defend and hold Lessee and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the Lessor's operation of the Airport or the acts or omissions of Lessor's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Lessee. The Lessee shall give to Lessor reasonable notice of any such claim or actions. The Lessor shall also use counsel reasonably acceptable to Lessee in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

ARTICLE 27 – ENVIRONMENTAL

- (a) The Lessee hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located or disposed of, on, under or at the Premises or Common Use

Premises, other than in the ordinary course of business and in compliance with all applicable laws.

- (b) In furtherance and not in limitation of any indemnity elsewhere provided to the Lessor hereunder, the Lessee hereby agrees to indemnify and hold harmless the Lessor and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessor or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises during any term of this lease of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any hazardous substance) ("Environmental Laws") if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, and/or licensees, or if such Hazardous Substance was owned by, or placed on the premises by, the Lessee (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, omission or release, except to the extent such escape, seepage, leakage, spillage, discharge, omission or release was caused by the Lessor).
- (c) If, during the term of this Agreement, the Lessee receives any written notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the premises or in connection with the Lessee's operations thereon or (ii) any written complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the Lessee (an "Environmental Complaint") from any persons or government authority responsible for enforcing Environmental Laws (including, without limitation), the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE"), the Lessee shall immediately notify the Lessor in writing of said notice.
- (d) If Lessee fails to address timely and in accordance with Environmental laws any spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance caused by Lessee, or persons within the control of Lessee, its officers, employees, agents and/or licensees, the Lessor shall have the right, but not the obligation, and without limitation of the Lessor's other rights under this Agreement, to enter the Premises and Preferential Use Premises, at an appropriate time so as to cause the least impact on Lessee's business, and to take such other actions as deemed necessary or advisable by the government agency responsible for enforcing Environmental Laws or by the Lessor in its reasonable determination of its responsibilities as the owner of the property to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any such Hazardous Substance. Lessee

shall reimburse Lessor for all reasonable costs incurred under this provision by the Lessor in the exercise of the rights hereunder within 90 days of written demand by Lessor (together with supporting documentation).

- (e) If an event of default under this Article 27 shall have occurred and be continuing beyond any applicable notice and cure periods, the Lessee at the request of the Lessor shall periodically perform (at the Lessee's expense) an environmental audit and, if reasonably deemed necessary by the Lessor, an environmental risk assessment (each of which must be reasonably satisfactory to the Lessor) of the premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Lessee with respect to the leased premises. Such audit and/or risk assessment shall be conducted by an environmental consultant satisfactory to the Lessor. Should the Lessee fail to perform any such environmental audit or risk assessment within 90 days of the written request of the Lessor, the Lessor shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All reasonable costs and expenses incurred by the Lessor in the exercise of such rights shall be payable by the Lessee within thirty (30) days of demand (together with supporting documentation) in the event such audit or assessment reveals a violation by Lessee of its obligations under this Article 27.
- (f) Neither Lessee nor Lessor shall install or permit to be installed in the premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any substance containing asbestos and deemed hazardous by federal or state regulations applicable to the premises and respecting such material. The Lessee shall defend, indemnify, and save the Lessor and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the Lessor by any person, as a result of the presence of said substances, and any removal or compliance with such regulations, to the extent said substance was installed by the Lessee, or persons within its control.
- (g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the Lessor hereby agrees to indemnify and hold harmless the Lessee from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Lessee by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the premises during the term of this Agreement and the period prior to the term of this Agreement of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any hazardous substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or

release was caused by the Lessee, or persons within the control of the Lessee, its officers, employees, agents, business invitees and/or licensees.

- (h) Lessor shall grant to Lessee and its agents or contractors such access to the leased premises as is reasonably necessary to accomplish the Lessee's requirements and obligations under this Article. If actions required of Lessee are not accomplished by the expiration of the lease term, Lessee shall be obligated to pay rent to Landlord to the extent the premises are impacted by Lessee's failure to complete such activities until such time as Lessee completes Lessee's requirements or obligations under this Article.
- (i) The provisions of this article shall survive the termination of this Agreement.

ARTICLE 28 – RULES & REGULATIONS

Lessee, its agents and employees, shall be subject to any and all applicable rules, regulations, airport standard operating procedures, orders and restrictions which are now in force or which may hereafter be adopted by The Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or Lessee's operations conducted hereunder. Such observation and compliance by Lessee shall not obligate Lessee to make any alterations or do any other work, structural or otherwise, within the Premises unless failure of the Premises to comply with such rules, laws, statutes and regulations shall have been caused by Lessee's specific use of Premises.

To the extent that applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport causes diminution or deprivation of Lessee's rights hereunder, Lessor shall not be liable to Lessee for any such diminution or deprivation of its rights, nor shall Lessee be entitled to terminate this Agreement by reason thereof unless the exercise of such authority shall so interfere with Lessee's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas.

ARTICLE 29 – IMPOSITIONS

Lessee shall, during the term of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all lawful impositions, including all lawful taxes and assessments imposed on the Premises or Lessee's possessory right therein. In the event any impositions may be lawfully paid in installments, Lessee shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. Lessee's obligation to pay amounts for any impositions shall be prorated on a per diem basis for any portion of the term which occurs during a partial tax year. Lessor covenants that without Lessee's written consent it will not, unless required by law, take any action intended to cause or induce the levying or assessment of any imposition (other than special assessments levied on account of special benefits or other impositions for benefits or services uniformly imposed) which Lessee would be required to pay under this article and that should any such levy

or assessment be threatened or occur Lessor shall, at Lessee's request, fully cooperate with Lessee in all reasonable ways to prevent any such levy or assessment. Nothing herein contained shall prevent Lessee from contesting the legality, validity or application of any such tax or assessment to the full extent Lessee may be lawfully entitled to do so.

ARTICLE 30 – DAMAGE OR DESTRUCTION

If the Premises shall be partially damaged by fire or other casualty, but not rendered wholly or partially untenantable, the same shall be repaired with due diligence by Lessor at its own cost and expense; if the damage shall be so extensive as to render the Premises wholly or partially untenantable but capable of being repaired, the same shall be repaired with due diligence by Lessor at its own cost and expense and the rent payable hereunder shall be proportionately paid up to the time of such damage and shall thenceforth abate prorata for the portion rendered untenantable until such time as the Premises shall be put in good order. In the event the Premises shall be wholly or partially destroyed by fire or other casualty or so damaged that it will remain wholly or partially untenantable for more than thirty (30) days from the date of the casualty, or in case it does so remain wholly or partially untenantable for more than thirty (30) days from the date of the casualty, either (1) the Premises shall be repaired or reconstructed with due diligence by Lessor at its own cost and expense and the rent payable hereunder shall be proportionately paid up to the time of such damage or destruction and shall thenceforth abate prorata for the portion rendered untenantable until such time as the Premises shall be put in good order; or (2) within sixty (60) days after the time of such damage or destruction and before the Premises shall be put in order, either party may give the other party written notice of its election to cancel this agreement in its entirety, and Lessee shall be liable for rent only up to the time of such damage or destruction.

It is understood and agreed that nothing in this article concerning rental abatements or cancellation by Lessee shall apply in the case of damages to or the destruction of the leased Premises which is caused by the negligent acts of Lessee, its agents, employees or invitees, and further that Lessee shall, at its own expense, repair all such damages resulting from such acts; except that Lessee shall not be responsible to Lessor for damages to property or equipment to the extent covered by Lessor's insurance.

ARTICLE 31 – CANCELLATION BY LESSOR

The Lessor, in addition to any other rights to which it may be entitled by law or equity, may cancel this Agreement as set forth herein.

In the event that Lessee shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and Lessee is thereafter adjudicated bankrupt pursuant to such proceedings; or that the court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act; or that a receiver of Lessee's assets shall be appointed; or that Lessee shall be divested of its estate herein by other operation of law; or that Lessee shall fail to perform, keep and observe any of the terms, covenants or conditions herein contained on the part of Lessee to be performed, kept or observed, Lessor may give Lessee written notice to correct such condition or cure such default,

and if any such condition or default shall continue for sixty (60) days after receipt of such notice by Lessee, Lessor may terminate this lease and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the original term, unless such condition or default cannot reasonably be corrected within the 60 day period and Lessee has demonstrated due diligence with respect to curing said default, then such default will be treated as cured until cured.

Acceptance of rental by Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee shall not be deemed a waiver of any other right on the part of Lessor to cancel this lease for failure by Lessee so to perform, keep and observe any of the terms, covenants or conditions hereof to be performed, kept and observed. No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessee, shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by Lessee.

ARTICLE 32 – CANCELLATION BY LESSEE

The Lessee, in addition to any other rights of cancellation herein given to Lessee, or any other rights to which the Lessee may be entitled by law or otherwise, may cancel this lease by giving Lessor sixty (60) days' advance written notice (i) in the event of default by Lessor under this lease continuing for more than sixty (60) days after the Lessor's receipt of written notice of such default from the Lessee, or (ii) upon or after the happening of any one of the following events:

- (a) The failure or refusal of the Federal Aviation Administration or any other applicable state or federal authority, to grant Lessee the right to operate into, on, from or through said Airport;
- (b) The issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the airport for airport purposes and the remaining in force of such injunction for a period of at least sixty (60) days.
- (c) The breach by Lessor of any of the covenants or agreements herein contained and the refusal of Lessor to remedy such breach within a reasonable period of time after receipt of a written notice of the existence of such breach;
- (d) The inability of Lessee to use said Premises and facilities continuing for a period longer than sixty (60) days due to any order, rule or regulation of any appropriate governmental authority having jurisdiction over the operations of Lessee.

ARTICLE 33 – FAA REQUIREMENTS

Lessor and Lessee further agree that the requirements of the Federal Aviation Administration set out below are approved by both parties, and if applicable, Lessee agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement.

- (a) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- (b) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- (c) The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- (d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- (e) Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

- (f) Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.
- (g) Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.
- (h) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.
- (i) During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
- (j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.
- (k) There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises and Common Use Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.
- (l) This Agreement shall become subordinate to provisions of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

ARTICLE 34 - MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the Federal Aviation Administration requires modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, Lessee agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to enable the Lessor to obtain said Federal Aviation Administration funds,

provided that in no event shall such changes materially impair the rights of Lessee hereunder or materially increase its obligations.

ARTICLE 35 - NONDISCRIMINATION EEO/AAP

The Lessee agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The Lessee agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1001, et seq.; the Code of the City of Wichita Section 2.12.900; and laws, regulations or amendments as may be promulgated thereunder, to the extent the same apply to Lessee's operations at the Airport.

ARTICLE 36 – THIRD PARTY RIGHTS

It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

ARTICLE 37 – NON-WAIVER

The waiver by Lessor of any breach of the Lessee of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by Lessor to seek a remedy for any breach by Lessee be a waiver by Lessor of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.

ARTICLE 38 – INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions in this agreement.

ARTICLE 39 – SURRENDER OF POSSESSION

Lessee shall yield and deliver to Lessor possession of the Premises leased herein at the expiration of this Agreement in as good condition as the same was in on the date this Lease commenced in accordance with its express obligations hereunder, except for reasonable wear and tear,

equipment life expectancy, fire and other casualty and items for which Lessor is responsible hereunder. Subject to the foregoing Lessee shall deliver the Premises in good order and condition, including: (1) cleaning and hauling away all supplies and trash; (2) leaving in operating condition all bulbs and ballasts; (3) replacing all broken glass; and (4) turning in keys to all door locks.

Lessee, at Lessee's expense, shall remove during the term hereof or at the expiration of such term all trade fixtures, equipment and personal property placed by Lessee on or about the Premises herein leased, subject to Lessee's repairing any damage thereto caused by such removal and subject to any valid lien which Lessor may have thereon for unpaid rents or fees. Notwithstanding the foregoing, Lessor hereby recognizes and agrees that Lessee does not currently own any aircraft and that the packages handled by Lessee in the ordinary course of its business are owned by the Lessee's customers, and thus such items are not subject to any form of landlord's lien that may be permitted under applicable law with respect to personalty actually owned by Lessee.

Lessor may direct Lessee to remove, at Lessee's sole expense, any cabling installed within the Premises by Lessee upon surrender of possession of the Premises. Lessee shall have no obligation to remove such cabling unless Lessor shall notify Lessee of its required removal.

In the event Lessee does not remove all of said property within ten (10) days after the termination of this Agreement, the same shall be considered abandoned and Lessor may dispose of said property without any further responsibility or liability to Lessee.

At any time within ninety (90) days prior to the expiration of this Agreement, Lessor and Lessor's agents, invitees, and licensees may enter and show the Premises to persons wishing to rent the Premises and may post upon the Premises the usual notices "For Rent" or "For Lease", said notices to remain thereon without hindrance or molestation, provided Lessee has not exercised any renewal options provided herein, or has not signed a new lease. Lessor and its agents, invitees, and licensees will use their best efforts not to unreasonably interfere with Lessee's use of the Premises during said visits.

ARTICLE 40 – ENTIRE AGREEMENT

This Agreement supersedes all previous agreements for the Premises between Lessor and any other party, and all amendments or renewals thereto. The parties hereto understand and agree that this instrument contains the entire Agreement between the parties hereto. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as in this Agreement expressly set forth, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

This Agreement between the parties shall consist of this instrument. In the event of any conflict between the terms of this Agreement and the terms or provisions of the aforesaid documents, the more restrictive on Lessee shall control.

ARTICLE 41 - NOTICES

Notices to Lessor provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, or by nationally recognized overnight courier, addressed to:

The Wichita Airport Authority
2173 Air Cargo Road
P. O. Box 9130
Wichita, Kansas 67277-0130

Notices to Lessee provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, or by nationally recognized overnight courier, addressed to:

DHL Express (USA), Inc.
1210 South Pine Island Road
Suite 100 – Legal
Plantation, Florida 33324

With a copy to

DHL Express (USA), Inc.
1210 South Pine Island Road
Suite 200 – Corporate Real Estate
Plantation, Florida 33324

or to such other respective addresses as the parties may designate in writing from time to time.

ARTICLE 42 – KANSAS LAW TO GOVERN

This lease and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

ARTICLE 43 – HEADINGS

The article and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define limit or describe the scope or intent of any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

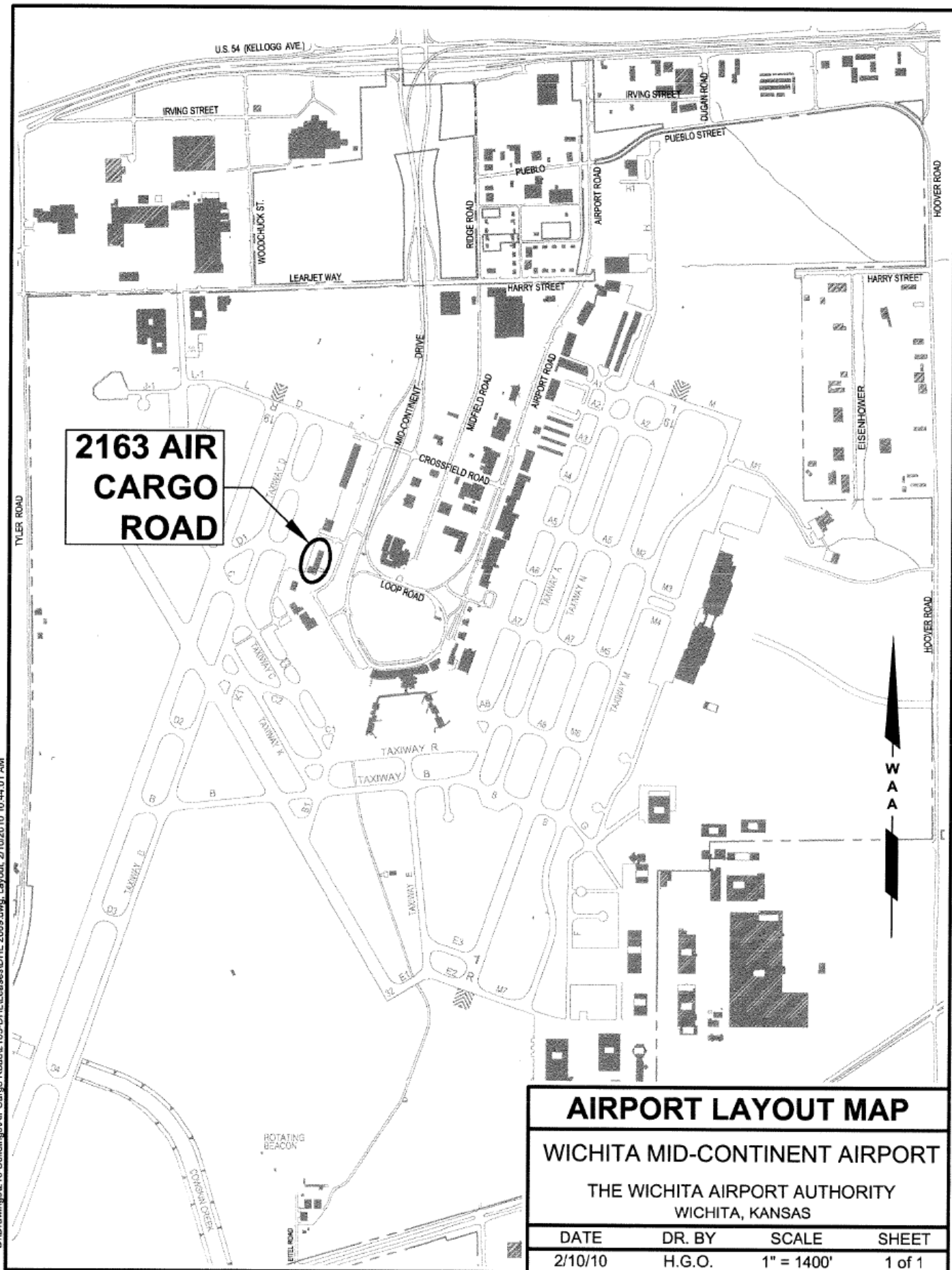
By _____
Carl Brewer, President
"LESSOR"

By _____
Victor D. White, Director of Airports

DHL EXPRESS (USA), INC.

By _____
Title _____
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

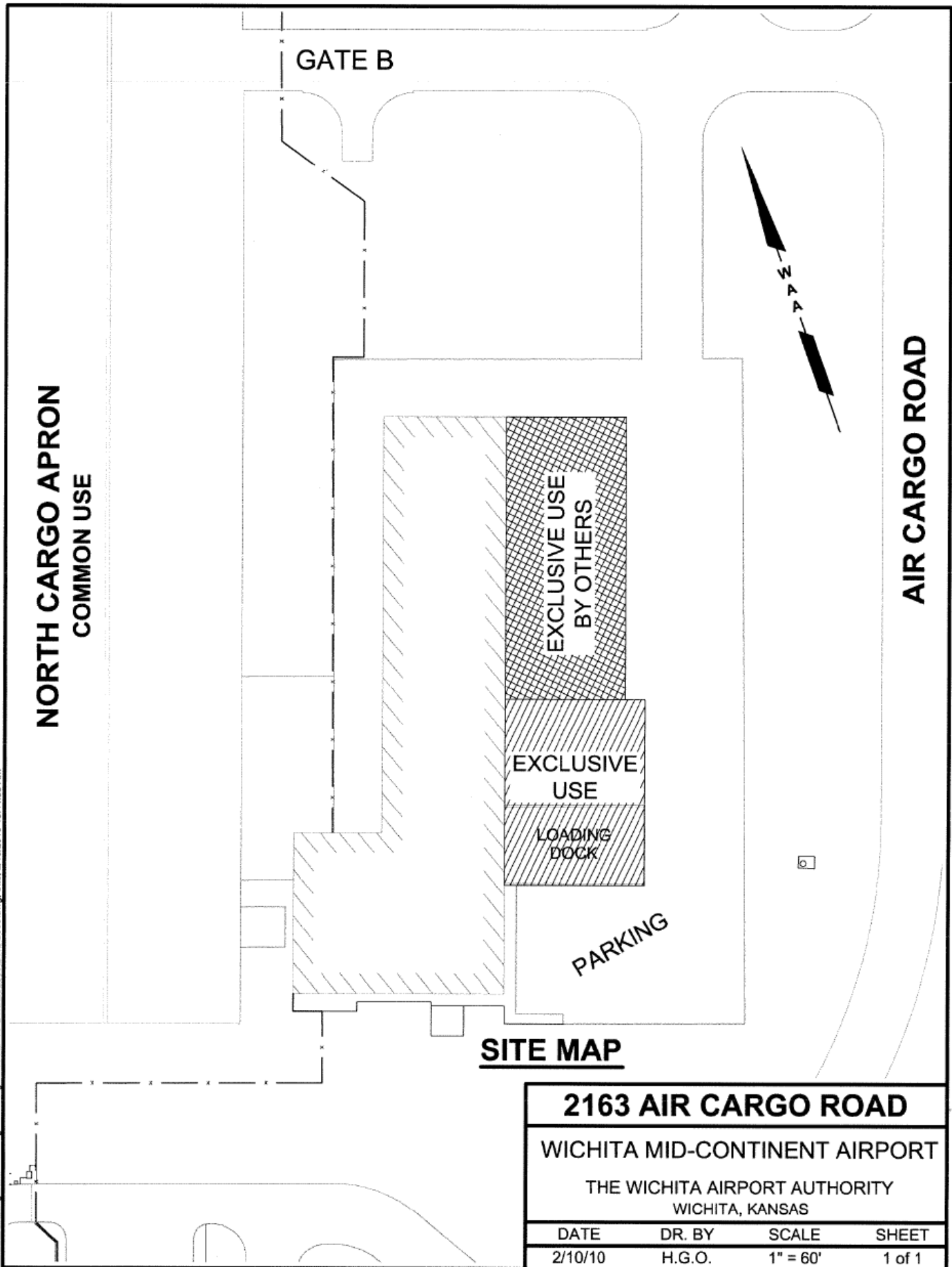


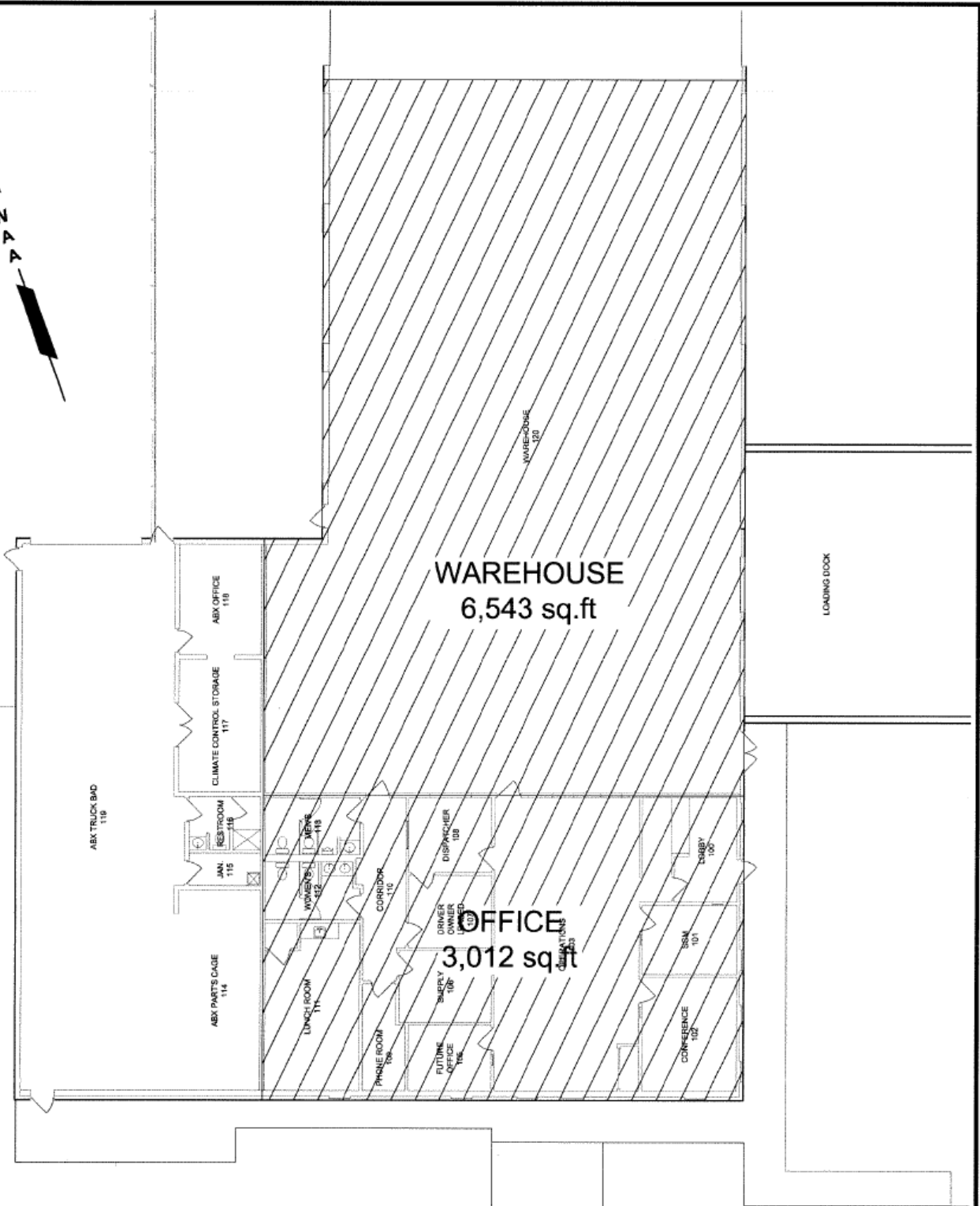
AIRPORT LAYOUT MAP

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
2/10/10	H.G.O.	1" = 1400'	1 of 1





FLOOR PLAN

OFFICE SPACE	6,543 sq.ft.
WAREHOUSE SPACE	<u>3,012 sq.ft.</u>
TOTAL	9,555 sq.ft.

2163 AIR CARGO ROAD

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
2/10/10	H.G.O.	1" = 30'	1 of 1

City of Wichita
City Council Meeting
May 25, 2010

TO: Wichita Airport Authority

SUBJECT: Landside Utilities, Phase I
Change Order No. 2
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve Change Order No. 2.

Background: On July 7, 2009, the Wichita Airport Authority (WAA) contracted with Dondlinger and Sons, Inc. to relocate critical utilities to provide a clear construction site for the new terminal building and to relocate Mid-Continent Drive in preparation for the terminal project. On April 6, 2010 Change Order No. 1 was approved by the WAA for construction changes.

Analysis: Three items of additional construction are required. Change Order No. 2 has been prepared in the amount of \$23,969 to include the following:

New circuit at Hangar 20	\$19,657.00
600-Pair Cable Splice	\$ 4,312.00

The change order also extends the contract completion time by an additional 16 days at no additional cost due to the impact of Federal Aviation Administration (FAA) time restrictions on construction.

Financial Considerations: The cost of the change order is an increase of \$23,969, and is covered by the existing budget. The new contract amount is \$5,145,789. Funding for this project is from FAA Airport Improvement Program (AIP) Grant funds, Passenger Facility Charges and General Obligation bonds paid for with Airport Revenue.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements to allow uninterrupted airport services to be provided, and which will prepare the site for the future terminal building.

Legal Considerations: The Law Department has approved the Change Order as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Change Order and authorize the necessary signatures.

Attachments: Change Order No. 2.

CHANGE ORDER # 2
FAA PROJECT # 3-20-0088-60
CHANGE ORDER

No. 2

Dated Tuesday, April 06, 2010

Owner's Project No. _____ FAA AIP No. 3-20-0088-60 _____ City of Wichita No. 455-361-3 _____

Project: Terminal Area Redevelopment Program: Landside Utilities Phase 1 and Mid-Continent Drive Relocation
At Wichita Mid-Continent Airport, Wichita Kansas

Owner: The Wichita Airport Authority

Contractor: Dondlinger & Sons Construction Co., Inc. Contract Date: 28 July 2009

Contract For: (a) Reroute Mid-Continent Drive at approach to new Terminal Building. (b) New connection from Air Cargo Road and new return from northbound roadway. (c) Three lanes of new roadway and two commercial vehicle lanes in front of new Terminal to east crosswalk location. (d) Curbs, barrier wall, and decorative roadway lighting at commercial vehicle island (no sidewalk paving). (e) Paving, removable bollards and chains, and utility services for vehicle inspection area. (f) Reroute sanitary sewer west of new Terminal around footprint of new Terminal location. (g) Electric power duct bank and feeders around west and south sides of long- and short-term parking lots to allow for future garage construction. (h) Electric power duct bank north to interconnect with Phase 2 of the Midfield Road project. This duct bank will be used in Package 9 for the 2 primary feeders (T5 and T6) to serve the new Terminal. (i) Conduit for Westar roadway lighting. Westar to provide lighting. (j) Communications duct bank from the Administration Building to Air Traffic Control Tower, with extensions for connection to Safety Building, future New Terminal Building, and existing Terminal Building. (k) Communications Cable: (1) Copper cable for telephone system from Administration Building to existing Terminal Building. (2) Multi-mode fiber optic cable in air-blown fiber tube for existing security system from Safety Building to future East Data Center located in existing Terminal Building. (3) Multi-mode fiber optic cable in air-blown fiber tube for existing network from future West Data Center located in Administration Building to Server Room located in existing Terminal Building. (4) Multi-mode fiber optic cable in air-blown fiber tube for existing network from future West Data Center located in Administration Building to Server Room located in existing Terminal Building. (5) Single-mode fiber optic cable in air-blown fiber tube for existing network from future West Data Center located in Administration Building to Safety Building. (6) Single-mode and multi-mode fiber optic cable in air-blown fiber tube for existing network from future East Data Center located in existing Terminal Building to Safety Building. (7) Single-mode fiber optic cable in innerduct from future East Data Center located in existing Terminal Building to West Data Center located in Administration Building. (8) Innerduct pathway for Level 3 from future East Data Center located in existing Terminal Building to Administration Building. Contractor to coordinate cable installation by others within required Phase 1 time frame. (9)

CHANGE ORDER # 2
FAA PROJECT # 3-20-0088-60

Dedicated FAA copper cabling spliced from Manhole CMH-4 to Manhole CMH-11(E). (l) New and modified communications duct north from the Administration Building to interconnect with Phase 2 of the Midfield Road Project and across Mid-Continent Drive, with innerducts for use by third-party communications service providers. (m) Demolition of roadways, parts of employee parking lots, fountain and utilities in conflict with new construction. (n) Reconfiguration of Parking Lot C to final layout. (o) Traffic control. (p) Temporary roadways. (q) Reconfiguration of short-term parking lot for long-term temporary commercial vehicle roadway use. (r) Long-term temporary relocation of rental car parking adjacent to the short-term parking lot into the long-term parking area. (s) New storm drain system to serve the relocated Mid-Continent Drive, drainage from the front side roof and canopy of the new Terminal Building, and drainage from the site of the proposed parking garage. (t) Relocate and refurbish one existing truss sign, reusing its existing sign panels, and install three new ground-mount signs.

Phase 1 items include the communications duct bank and cable described in Items (j) and (k), including all required terminations and testing. Phase 2 items include all remaining work except installation of sod, which was delayed by winter weather.

To: Dondlinger & Sons Construction Co., Inc., Contractor

You are directed to make the changes noted below in the subject contract:

By Direction of the Wichita Airport Authority

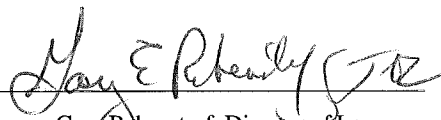
Carl Brewer, President
Owner



Victor White, Director of Airports

Date: _____

Date: 5/11/10



Gary Rebenstorf, Director of Law
Approved as to form

Date: _____

Attest

Date: _____

CHANGE ORDER # 2
FAA PROJECT # 3-20-0088-60

Nature of Changes:

- 1] Installed new circuit 12-86. The cost for this change is \$19,657.00. There is no change in contract time due to this change.
- 2] Subsurface Utility Discovery and Premium Wages for the 600-pair Cable Splice near CMH-615. The cost for this change is \$4,312.00. There is no change in contract time due to this change.
- 3] FAA Moratorium from 19 December 2009 to 04 January 2010. The cost for this change is \$0.00. Sixteen (16) calendar days are added to the Phase 1 Contract Time for this change.

CHANGE ORDER # 2
FAA PROJECT # 3-20-0088-60

3-20-0-88-60 Contract Price Prior to This Change Order	\$ 5,121,819.01
FAA Non-Participating Contract Price Prior to This Change Order	\$ 0.00
Total Contract Price Prior to This Change Order	\$ 5,121,819.01

3-20-0-88-60 Net Increase Resulting from This Change Order	\$ 23,969.00
FAA Non-Participating Net Increase Resulting from This Change Order	\$ 0.00
Total Net Increase Resulting from This Change Order	\$ 23,969.00

Current 3-20-0-88-60 Contract Price Including This Change Order	\$ 5,145,788.01
FAA Non-Participating Contract Price Including This Change Order	\$ 0.00
Total Contract Price Including This Change Order	\$ 5,145,788.01

Total Phase 1 Contract Time Prior to This Change Order (05 January 2010)	120	Calendar Days
Total Phase 1 Net Increase Resulting From This Change Order (21 January 2010)	16	Calendar Days
Total Phase 1 Contract Time Including This Change Order (21 January 2010)	136	Calendar Days

Total Phase 2 Contract Time Prior to This Change Order (07 March 2010)	181	Calendar Days
Total Phase 2 Net Increase Resulting From This Change Order (07 March 2010)	0	Calendar Days
Total Phase 2 Contract Time Including This Change Order (07 March 2010)	181	Calendar Days

Installation of Sod Contract Time Prior to This Change Order (30 April 2010)	235	Calendar Days
Installation of Sod Net Increase Resulting From This Change Order (30 April 2010)	00	Calendar Days
Installation of Sod Contract Time Including This Change Order (30 April 2010)	235	Calendar Days

The Above Changes Are Approved:

Professional Engineering Consultants, P.A.

By: 

Date: 07 MAY 2010

The Above Changes Are Accepted:

Dondlinger & Sons Construction Co., Inc.
Contractor

By: 

Date: 5-6-10

CHANGE ORDER # 2
FAA PROJECT # 3-20-0088-60

The following Change Order is a modification to the Project Plans and Specifications. The Change Order was prepared at the request of the Owner and was necessary for the following:

ITEM NO. 1: Circuit 12-86 currently feeds transformer TAE (Hanger 20) from transformer TQ (Parking Lot B) through the existing Electrical Manhole EMH-43 at Parking Lot C as shown on Plan Sheet CD-103. In order to facilitate the removal of EMH-43 as indicated by Keynote #2 on Sheet CD103, the contractor shall pull new #2 copper 15kV. AWG cable and #1/0 copper 600 V. AWG Ground cable from transformer TAE in front of Hanger 20, through an existing spare conduit in the existing Ductbank EDB-379 from TAE to the new Electrical Manhole EMH-717. The cables shall continue in Electrical Ductbank DB-723 to new Electrical Manhole EMH-716, on into Electrical DB-722 to existing Sectionalizer SE-37. Depending on the configuration at the equipment pad, provide enough cable to reach the existing Switch Gear SS-36 should the Owner desire to change the termination point of the cables at a later date. After the new cables are in service the existing cables for Circuit 12-86 and EMH-43 shall be removed.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
123 New Circuit 12-86	1	LS	\$ 19,657.00	\$ 19,657.00

TOTAL COST ITEM NO. 1 **\$ 19,657.00**

There shall be no change in contract time due to this change.

ITEM NO. 2: The splice for the 100-pair and 600-pair OSP CAT3 copper communication cables to the existing cables was shown on the plans to occur inside the new Communication Manhole CMH-615. Upon excavation the splice was discovered to not be located where expected, therefore the Owner determined the splice needed to occur outside the structure and during the sixteen (16) hours between Midnight on a Saturday Night to 4PM Sunday afternoon resulting in work for Subsurface Utility Discovery and Premium Wages.

A new bid item was created for this work as follows:

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>COST EXTENSION</u>
124 Splice Outside CMH-615	1	LS	\$ 4,312.00	\$ 4,312.00

TOTAL COST ITEM NO. 2 **\$ 4,312.00**

There shall be no change in contract time due to this change.

ITEM NO. 3: No work was allowed in FAA Facilities which was determined to be the Communication Line No. 1 from the Air Traffic Control Tower Communications Room to the existing Communication Manhole CMH-4 during the FAA Mandated Moratorium from 19 December 2009 to 04 January 2010.

Sixteen (16) calendar days shall be added to the Phase 1 Contract Time due to this change.

There is not cost associated with this change.

TOTAL COST FOR CHANGE ORDER NO. 2 **\$ 23,969.00**

**City of Wichita
City Council Meeting
May 25, 2010**

TO: Wichita Airport Authority

SUBJECT: Professional Insurance Management – Supplemental Agreement No. 6

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: Professional Insurance Management (PIM) has occupied the majority of office space located at 2120 Airport Road since 1991. The agreement has been extended since that time through supplemental agreements, with the most recent extension ending June 30, 2010. In 2000, PIM entered into a supplemental agreement for additional office space and parking as well as added storage space in 2009.

An appraisal was conducted in 2007 to determine the fair market rental value. The agreement was subsequently extended for three years with four, three-year renewal options at full market rent through June 30, 2010.

Analysis: PIM is desirous of exercising a three-year renewal option, commencing July 1, 2010 through June 30, 2013. Two, three-year options remain after this extension, through June 30, 2019.

Financial Considerations: Facility leases are determined by an independent broker's opinion or an appraisal, both of which are provided by the Martens Companies. The recommended rates are based upon a review of comparable facilities in the community. Comments offered by the Martens Companies indicate that during the first quarter of 2010, there was an increase in vacancy in the SW quadrant, and a corresponding decrease in asking rent. From their survey, the Martens Companies saw a range of \$7.75 to \$8.25 per square foot in asking rent for terms comparable to what the Airport offers. Rental rates are determined by the facility type, layout and condition of the facility, location, and services provided by the Landlord versus those being handled by the Tenant. Based upon current market conditions and the negotiation between the parties, the rental rate recommended for use of the leased area of 5,866 sq. ft. facility is \$8.00 per sq. ft. In addition, PIM also leases 174 sq. ft. of storage space at the rate of \$5 per sq. ft. The combined annual revenue for the two spaces is \$47,800, payable at the rate of \$3,982.88 per month. This rate compares to the previous 12-month rental of \$53,660, which represents a decrease of \$5,860 or 11%. This reduction is less than properties in the airport vicinity, which have recently seen decreases from as much as 20% to 30% in rental rates.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through negotiating agreements which allow Mid-Continent's airport partners to continue their operations on the airport; which, in turn, generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 6, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 6.

SUPPLEMENTAL AGREEMENT NO. 6

By and Between

THE WICHITA AIRPORT AUTHORITY

And

PROFESSIONAL INSURANCE MANAGEMENT, INC.

For

Facility Rental – 2120 Airport Road
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 6, made and entered into this May 25, 2010 by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "LESSOR"; and PROFESSIONAL INSURANCE MANAGEMENT, INC., hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an agreement dated April 15, 1991 for use of the facility located at 2120 Airport Road for aviation-related purposes in connection with its business of providing an aviation insurance brokerage firm; letters of extension dated June 8, 1993, June 5, 1995, and July 7, 1997; Supplemental Agreement No.1 dated September 7, 1999, which extends the term and includes additional rental options; Supplemental No. 2 dated January 4, 2000, which modifies the leased premises; Supplemental No. 3 dated November 9, 2004, which extends the term and adjusts the rental rates; Supplemental No. 4 dated June 5, 2007, which extends the term; and Supplemental No. 5 dated July 7, 2009, which modifies the leased premises; and

WHEREAS, the Lessor and Lessee are now desirous of entering into this Supplemental Agreement No. 6 for the purpose of extending the agreement and adjusting the rental rate.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

Section 1 - Term

Section 1 of Supplemental Agreement No. 1, dated September 7, 1999, shall be modified as follows:

The term of this extension shall be for a period of three years, commencing July 1, 2010 and ending June 30, 2013.

It is further understood that Lessee is hereby granted two successive options of three years each to renew this agreement from and after June 30, 2013; subject, however, to the renegotiation of lease terms.

Section 2 - Rental

Rental for use of said premises, commencing July 1, 2010 through the term of this extension shall be as follows:

Office space shall be at the rate of Eight Dollars (\$8.00) per square foot for 5,865.57 sq.ft. (1,652.57 sq.ft. on the first floor and 4,213 sq.ft. on the second floor).

Storage space shall be at the rate of Five Dollars (\$5.00) per square foot for 174 sq.ft. Annual rent for both spaces shall be \$47,794.56 or \$3,982.88 per month, due on the first day of each month during the term of this Agreement.

Section 3 – Other Terms

It is understood and agreed that except as modified herein all other terms and conditions of the original agreement and supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS


By _____
Karen Sublett, City Clerk

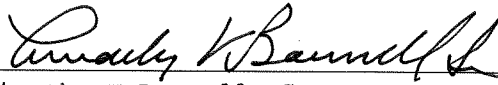
By _____
Carl Brewer, President
"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

PROFESSIONAL INSURANCE MANAGEMENT

By 
Geri Chamberlain
Title Vice President

By 
Timothy K Bonnell, Sr.
Title Owner / President
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

**City of Wichita
City Council Meeting
May 25, 2010**

TO: Wichita Airport Authority

SUBJECT: Federal Aviation Administration – Lease No. DTFASW-10-L-00042
1761 Airport Road – Supplemental Agreement No. 2

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: On July 7, 2009, the WAA approved an agreement with the Federal Aviation Administration (FAA) for use of 4,185 sq. ft. of office space situated in a 14,677 sq. ft. building on Mid-Continent Airport. This building, which previously housed the FAA's automated flight service station, is now used for the FAA's Airway Facilities unit. Subsequent to the execution of the agreement, FAA staff requested that the WAA contract with a company to construct a break room for the FAA's use within the leased premises. Cost of that project was amortized over a two-year period, with the payment schedule set out in Supplemental Agreement No. 1 dated October 22, 2009. The term of the agreement is through September 30, 2015. The FAA is requesting that the agreement be further amended to add 312 sq. ft. to the leased premises.

Analysis: FAA proposes to lease two additional offices adjacent to the 4,185 sq. ft. of office space already leased in the building, effective June 1, 2010. Costs to modify the space to meet the FAA's requirements will be the responsibility of the FAA. The supplemental agreement outlines the terms related to the additional space.

Financial Considerations: Rental of the additional 312 sq. ft. will generate \$4,293.12 per year. This reflects a base rental rate of \$9.25 per sq. ft. and an operating cost of \$4.51 per sq. ft., for a total square footage rental of \$13.76. Total annual rent commencing June 1, 2010 will be \$61,508.76.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through modifying lease agreements to allow tenants to operate more effectively, thereby enhancing their operations on the Airport, and allowing the WAA to continue its operations on a self-sustaining basis.

Legal Considerations: The Law Department has approved the supplemental agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 2, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL LEASE AGREEMENT	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">SUPPLEMENTAL AGREEMENT</td> <td style="width: 40%;">DATE</td> </tr> <tr> <td colspan="2">No. 2</td> </tr> <tr> <td colspan="2">TO LEASE NO. DTFASW-10-L-00042</td> </tr> </table>	SUPPLEMENTAL AGREEMENT	DATE	No. 2		TO LEASE NO. DTFASW-10-L-00042	
SUPPLEMENTAL AGREEMENT	DATE						
No. 2							
TO LEASE NO. DTFASW-10-L-00042							

ADDRESS OF PREMISES: Approximately 4185 square feet of space at 1761 Airport Road, Wichita, Kansas. Space consists of office and technical space (3,339 sq. ft.) and telco and equipment space (846 sq. ft) with the dock area utilized at no charge to the Government. All space to be utilized for such purposes as determined by the Federal Aviation Administration.

THIS AGREEMENT, made and entered into this date by and between THE WICHITA AIRPORT AUTHORITY whose address is 2173 Air Cargo Road, Wichita, Kansas 67209 hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, on 7/29/09, the parties hereto entered into Lease Number DTFASW-10-L-00042 (which supersedes Lease No. DTFACE-06-L-00054), as amended by Supplemental Agreement No. 1 on October 22, 2009, for the consideration and purposes more particularly stated in said lease, and

WHEREAS, the parties hereto desire to amend the above Lease, and,

WHEREAS, the Government has a requirement to add an additional 312 square feet of space to the existing leased premises; and,

WHEREAS, the Government has an operational requirement to permanently lock the outside door from Room 110 to the hallway; and,

WHEREAS, the Lessor will add a door between Rooms 109 and 110 for access between offices for a not to exceed amount of \$2007.84, and

WHEREAS, the parties agree that a security wall will be added at the Government's expense; and,

WHEREAS, the Government desires to reimburse the Lessor for Government requested changes/alterations in a lump sum payment.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

1. Effective June 1, 2010, the Lessor agrees to allow an additional 312 square feet of space to be added to the current lease at \$13.76 per square feet to add \$4,293.12 per year to the rental.
2. The Lessor agrees to contract for the equipment, labor and material to provide the FAA with the permanent closure of the exterior door from the hallway to Room 110.
3. Both parties agree to the installation of an interior provided by the Lessor between Rooms 109 and 110 in the leased premises for a lump sum repayment in the amount of \$2,007.84 for the addition of an interior door.

Articles 2, 5, and 6 of the Lease to be entirely deleted and replaced with the following:

2. DESCRIPTION (10/96)

The Lessor hereby leases to the Government the following described premises, as reflected on Exhibit A, attached hereto and made a part hereof:

Approximately 4,497 square feet of space, more or less, at 1761 Airport Road, Wichita, Kansas. Space shall consist of office and technical space (3651 sq. ft.) and telco and equipment space (846 sq. ft.). The dock area to be utilized at no cost to the Government. All space to be used for such purposes as determined by the Federal Aviation Administration.

Article 5 of the Lease to be deleted in its entirety and replaced with the following:

5. RENTAL (10/96) – Rent in shall be payable to the Lessor in arrears and will be payable each month in the amount listed in the table below beginning 7/1/09 without the submission of invoices or vouchers. This rental includes operating costs and is subject to availability appropriations. Rent shall be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month shall be prorated. Checks will be made payable to: The Wichita Airport Authority, 2173 Air Cargo, Wichita, Kansas 67277.

7/1/2009	\$4767.97	07/01/2010	\$5125.73	07/01/2011	\$4,878.79
8/1/2009	\$4767.97	08/01/2010	\$5125.73	08/01/2011	\$4,878.79
9/1/2009	\$4767.97	09/01/2010	\$5125.73	09/01/2011	\$4,878.79
10/01/2009	\$4767.97	10/01/2010	\$5125.73	10/01/2011	\$4,878.79
11/01/2009	\$4767.97	11/01/2010	\$5125.73	11/01/2011	\$4,878.79
12/01/2009	\$4767.97	12/01/2010	\$5125.73	12/01/2011	\$4,878.79
01/01/2010	\$4767.97	01/01/2011	\$5125.73	01/01/2012	\$4,878.79
02/01/2010	\$4767.97	02/01/2011	\$5125.73	02/01/2012	\$4,878.79
03/01/2010	\$4767.97	03/01/2011	\$5125.73	03/01/2012	\$4,878.79
04/01/2010	\$4767.97	04/01/2011	\$5125.73	04/01/2012	\$4,878.79
05/01/2010	\$4767.97	05/01/2011	\$5125.73	05/01/2012	\$4,878.79
06/01/2010	\$5125.73	06/01/2011	\$5125.73	06/01/2012	\$4,878.79

Note: The payments for the Balance of the Lease through 9/30/2015 ~~57~~ remain at \$4,878.79 per month.

Total rental cost breakdown as follows:

Total rental cost breakdown as follows:	Office & Technical 3651 sq. ft	Telco & Equipment 846 sq. ft	Average
Rental	9.25	7.40	8.90
O & M Fee (Basic)	1.36	.89	1.27
O & M Fee (Turnkey less janitorial)*	3.15	1.53	2.85
Total annual lease rate per s.f.	13.76	9.82	13.02
	\$50,237.76	\$8,307.72	

6. SPACE OCCUPANCY SCHEDULE:

109	159		
110	153		
111	229	Dock	461 (no charge)
113	153		
114	310		
115	738		
118A	613		
118	233		
119	993		
131	219		
130	98		
133	134 (restroom)		
134	149 (restroom)		
136	150		
140	83 (hallway)		

All other terms and conditions of the lease shall remain in force and effect

Important: Lessor X is, ☐ is not required to sign this document and return __1__ copies to the issuing office. Return receipt requested.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

WICHITA AIRPORT AUTHORITY

BY _____
(Signature) Carl Brewer (Title) President

(Date)

IN THE PRESENCE OF (witnessed by:)

(Signature) Karen Sublett.City Clerk 455 North Main, Wichita, KS 67202
(Address)

UNITED STATES OF AMERICA

BY _____
(Signature) Patsy J. McComis Contracting Officer
(Official Title)

BY _____
(Signature) Victor D. White, Director of Airports

APPROVED AS TO FORM: _____
Director of Law

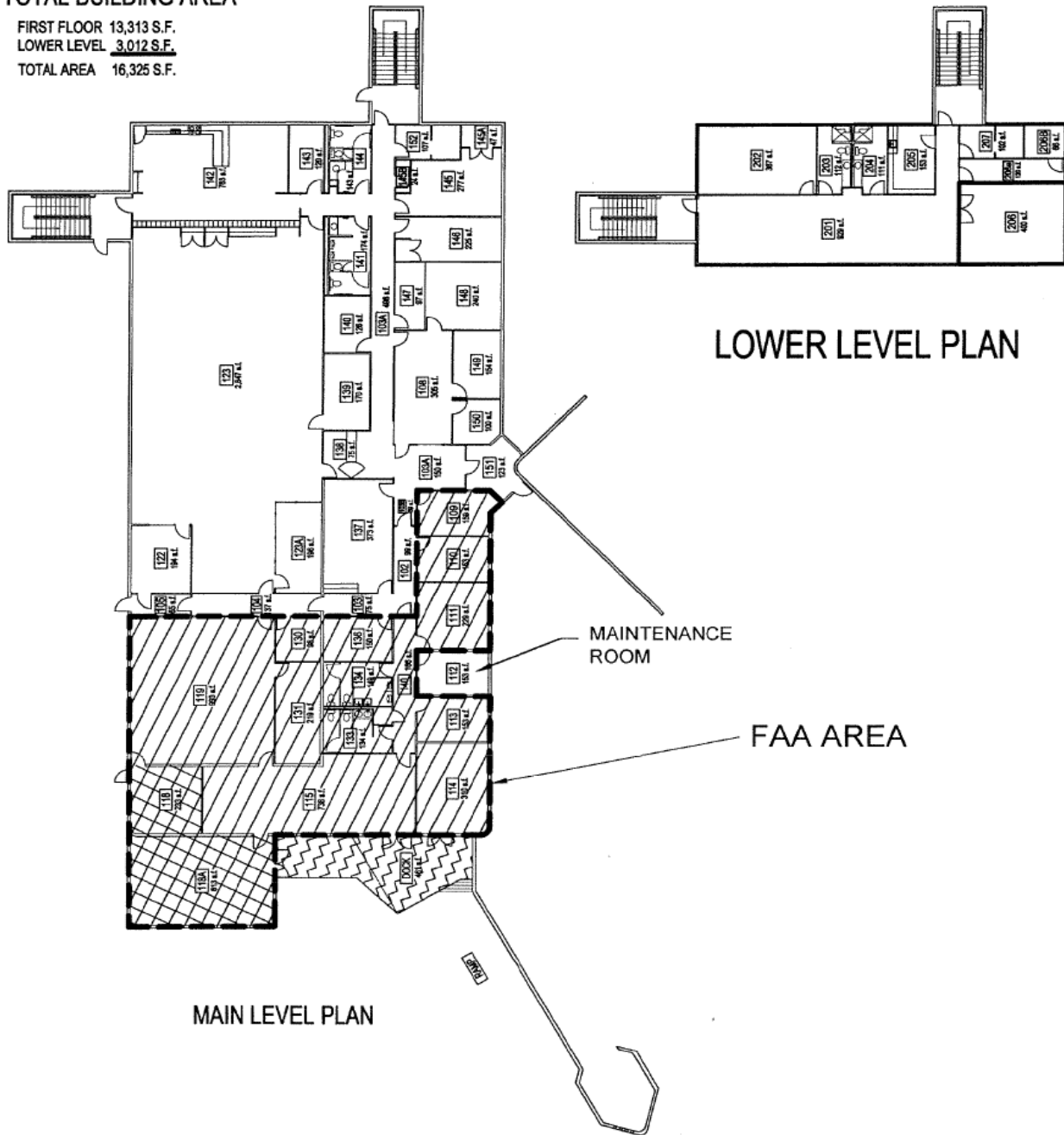
EXHIBIT A

TOTAL BUILDING AREA

FIRST FLOOR 13,313 S.F.

LOWER LEVEL 3,012 S.F.

TOTAL AREA 16,325 S.F.



LEGEND

	OFFICE AREA	= 3,651 sq.ft.
	TELCO-EQUIPMENT	= 846 sq.ft.
	DOCK	= 461 sq.ft.

1761 AIRPORT ROAD

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
5/12/10	H.G.O.	1" = 30'	1 of 1

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL MAY 25, 2010**

- a. Shadybrook from the west line of 127th Street East to the east line of Garnett Street; sidewalk to be constructed on Shadybrook from the west line of 127th Street East to the east line of Garnett; and a sidewalk on Garnett from the south line of 21st Street to the north line of Shadybrook to serve Summit Crossing Addition (south of 21st Street North, west of 127th Street East) (472-84797/766246/490264) Does not affect existing traffic. (District II) - \$184,000.00
- b. Water Distribution System to serve Stonebridge Commercial Addition (south of 37th Street North, east of Maize) (448-90418/735446/470119) Traffic to be maintained using flagpersons & barricades. (District V) - \$97,000.00
- c. Lateral 1, Main 6A Northwest Interceptor Sewer to serve Stonebridge Commercial Addition (south of 37th Street North, east of Maize) (468-84571/744313/480005) Traffic to be maintained using flagpersons & barricades. (District V) - \$225,000.00

City of Wichita
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Petitions to construct Sanitary Sewer and Water Improvements in Midland Baptist Church 2nd Addition (east of Ridge, south of 45th Street North) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

.....

Recommendation: Approve the petitions.

Background: The petitions have been signed by one owner representing 100% of the improvement districts.

Analysis: The projects will provide sanitary sewer and water improvements for a new church campus located east of Ridge, south of 45th Street North.

Financial Considerations: The petitions total \$151,281. The funding source is special assessments.

Goal Impact: These projects address the Efficient Infrastructure goal by providing public improvements required for new development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or by owners of the majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the petitions, adopt the resolutions and authorize the necessary signatures.

Attachments: Map, CIP sheets, petitions, and resolutions.

First Published in the Wichita Eagle on May 28, 2010

RESOLUTION NO. 10-145

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90481 (EAST OF RIDGE, SOUTH OF 45TH STREET NORTH) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90481 (EAST OF RIDGE, SOUTH OF 45TH STREET NORTH) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90481 (east of Ridge, south of 45th Street North).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Fifteen Thousand Dollars (\$15,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2010, exclusive of the costs of temporary financing.

That in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvements district's share of the cost of the existing water main, such benefit fee to be in the amount of Five Thousand Eight Hundred Seventy Dollars (\$5,870) for Parcel "A"; Two Thousand Four Hundred Seventy-Nine Dollars (\$2,479) for Parcel "B"; and Twenty-Six Thousand Six Hundred Forty-Two Dollars (\$26,642) for Parcel "C".

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARCEL A

That part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, described as beginning at the northwest corner of Reserve "A", in said Midland Baptist Church 2nd Addition; thence N01°13'41"W, along the west line of said Lot 1, 70.00 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 661.38 feet to a point on the east line of said Lot 1; thence S01°10'42"E, along the east line of said Lot 1, 427.28 feet to the south east corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the southeast corner of said Reserve "A"; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence S89°05'07"W along the north line of said Reserve "A", 150.00 feet to the point of beginning.

PARCEL B

That part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas described as commencing at the northwest corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the west line of said Lot 1, 70.00 feet for a point of beginning; thence continuing N01°13'41"W along the west line of said Lot 1, 529.35 feet; thence N89°05'07"E, parallel with the north line of said Reserve "A", 180.00 feet; thence S01°13'41"E parallel with the west line of said Lot 1, 529.35 feet to a point 70.00 feet normally distant north of the north line of said Reserve "A";

thence S89°05'07"W parallel with the north line of said Reserve "A", 180.00 feet to the point of beginning.

PARCEL C

Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, EXCEPT that part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, described as beginning at the northwest corner of Reserve A, in said Midland Baptist Church 2nd Addition; thence N01°13'41"W, along the west line of said Lot 1, 70.00 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 661.38 feet to a point on the east line of said Lot 1; thence S01°10'42"E, along the east line of said Lot 1, 427.28 feet to the south east corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the southeast corner of said Reserve "A"; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence S89°05'07"W along the north line of said Reserve "A", 150.00 feet to the point of beginning, AND EXCEPT that part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas described as commencing at the northwest corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the west line of said Lot 1, 70.00 feet for a point of beginning; thence continuing N01°13'41"W along the west line of said Lot 1, 529.35 feet; thence N89°05'07"E, parallel with the north line of said Reserve "A", 180.00 feet; thence S01°13'41"E parallel with the west line of said Lot 1, 529.35 feet to a point 70.00 feet normally distant north of the north line of said Reserve "A"; thence S89°05'07"W parallel with the north line of said Reserve "A", 180.00 feet to the point of beginning.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable, plus the benefit fee, shall be on a fractional basis: PARCEL 'A' shall pay 1,677/10,000 of the total cost of the improvements; and PARCEL 'B' shall pay 709/10,000 of the total cost of the improvements; and PARCEL 'C' shall pay 7,614/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of May, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on May 25, 2010

RESOLUTION NO. 10-146

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 32, MAIN 19, SOUTHWEST INTERCEPTOR SEWER (EAST OF RIDGE, SOUTH OF 45TH STREET NORTH) 468-84680 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 32, MAIN 19, SOUTHWEST INTERCEPTOR SEWER (EAST OF RIDGE, SOUTH OF 45TH STREET NORTH) 468-84680 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 32, Main 19, Southwest Interceptor Sewer (east of Ridge, south of 45th Street North) 468-84680.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Thirty-Four Thousand Dollars (\$34,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2010, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-a619, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Eleven Thousand Two Hundred Eighty-Eight Dollars (\$11,288) for Parcel 'A'; Four Thousand Seven Hundred Sixty-Eight Dollars (\$4,768) for Parcel 'B'; and Fifty-One Thousand Two Hundred Thirty-Four Dollars (\$51,234) for Parcel 'C'.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

PARCEL A

That part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, described as beginning at the northwest corner of Reserve "A", in said Midland Baptist Church 2nd Addition; thence N01°13'41"W, along the west line of said Lot 1, 70.00 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 661.38 feet to a point on the east line of said Lot 1; thence S01°10'42"E, along the east line of said Lot 1, 427.28 feet to the south east corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the southeast corner of said Reserve "A"; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence S89°05'07"W along the north line of said Reserve "A", 150.00 feet to the point of beginning.

PARCEL B

That part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas described as commencing at the northwest corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the west line of said Lot 1, 70.00 feet for a point of beginning; thence continuing N01°13'41"W along the west line of said Lot 1, 529.35 feet; thence N89°05'07"E, parallel with the north line of said Reserve "A", 180.00 feet; thence S01°13'41"E parallel with the west line of said Lot 1, 529.35 feet to a point 70.00 feet normally distant north of the north line of said Reserve "A"; thence S89°05'07"W parallel with the north line of said Reserve "A", 180.00 feet to the point of beginning.

PARCEL C

Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, EXCEPT that part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, described as beginning at the northwest corner of Reserve A, in said Midland Baptist Church 2nd Addition; thence N01°13'41"W, along the west line of said Lot 1, 70.00 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 661.38 feet to a point on the east line of said Lot 1; thence S01°10'42"E, along the east line of said Lot 1, 427.28 feet to the south east corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the southeast corner of said Reserve "A"; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence S89°05'07"W along the north line of said Reserve "A", 150.00 feet to the point of beginning, AND EXCEPT that part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas described as commencing at the northwest corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the west line of said Lot 1, 70.00 feet for a point of beginning; thence continuing N01°13'41"W along the west line of said Lot 1, 529.35 feet; thence N89°05'07"E, parallel with the north line of said Reserve "A", 180.00 feet; thence S01°13'41"E parallel with the west line of said Lot 1, 529.35 feet to a point 70.00 feet normally distant north of the north line of said Reserve "A"; thence S89°05'07"W parallel with the north line of said Reserve "A", 180.00 feet to the point of beginning.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: PARCEL 'A' shall pay 1,677/10,000 of the total cost of the improvements; PARCEL 'B' shall pay 709/10,000 of the total cost of the improvements; and PARCEL 'C' shall pay 7,614/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby

established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of May, 2010.

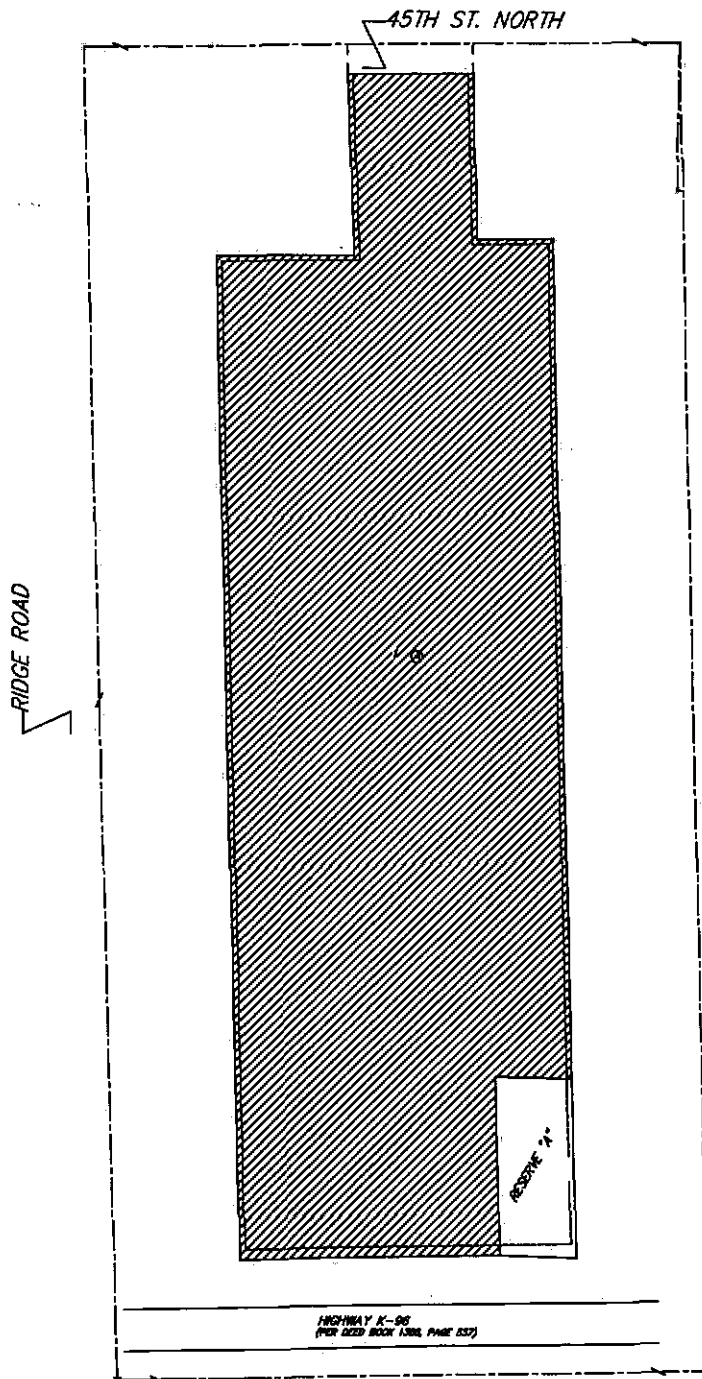
CARL BREWER, MAYOR

ATTEST:

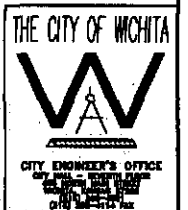
KAREN SUBLETT, CITY CLERK

(SEAL)

MIDLAND BAPTIST CHURCH 2ND ADDITION



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project


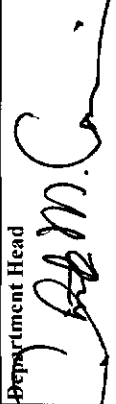
1. Prepare in triplicate

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 5/4/2010	4. Project Description & Location Water Distribution System for Midland Baptist Church 2nd Addition	
5. CIP Project Number NT-200424	6. Accounting Number	7. CIP Project Date (Year) 2010	8. Approved by WCC Date	
9. Estimated Start Date As Required	10. Estimated Completion Date		11. Project Revised	
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		\$49,991		\$49,991
Other				
Totals		\$49,991		\$49,991
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Petition and adopt the Resolution				
Division Head 		Department Head 		City Manager Date

Platting Required

Lot Split

Petition

Ordered by WCC

Yes

No

Remarks:

100% Petition

* Water Utility

448-90481

RECEIVED

APR 28 '10

CITY CLERK OFFICE

SANITARY SEWER PETITION
(Outside Corporate Limits)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

468-84680

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Parcel A

That part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, described as beginning at the northwest corner of Reserve "A", in said Midland Baptist Church 2nd Addition; thence N01°13'41"W, along the west line of said Lot 1, 70.00 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 661.38 feet to a point on the east line of said Lot 1; thence S01°10'42"E, along the east line of said Lot 1, 427.28 feet to the south east corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the southeast corner of said Reserve "A"; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence S89°05'07"W along the north line of said Reserve "A", 150.00 feet to the point of beginning.

Parcel B

That part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas described as commencing at the northwest corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the west line of said Lot 1, 70.00 feet for a point of beginning; thence continuing N01°13'41"W along the west line of said Lot 1, 529.35 feet; thence N89°05'07"E, parallel with the north line of said Reserve "A", 180.00 feet; thence S01°13'41"E parallel with the west line of said Lot 1, 529.35 feet to a point 70.00 feet normally distant north of the north line of said Reserve "A"; thence S89°05'07"W parallel with the north line of said Reserve "A", 180.00 feet to the point of beginning.

Parcel C

Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, EXCEPT that part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, described as beginning at the northwest corner of Reserve A, in said Midland Baptist Church 2nd Addition; thence N01°13'41"W, along the west line of said Lot 1, 70.00 feet; thence N89°05'07"E, parallel with the westerly portion of the south

Lat 32, Mag 19, SW
468-

line of said Lot 1, 661.38 feet to a point on the east line of said Lot 1; thence S01°10'42"E, along the east line of said Lot 1, 427.28 feet to the south east corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the southeast corner of said Reserve "A"; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence S89°05'07"W along the north line of said Reserve "A", 150.00 feet to the point of beginning, AND EXCEPT that part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas described as commencing at the northwest corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the west line of said Lot 1, 70.00 feet for a point of beginning; thence continuing N01°13'41"W along the west line of said Lot 1, 529.35 feet; thence N89°05'07"E, parallel with the north line of said Reserve "A", 180.00 feet; thence S01°13'41"E parallel with the west line of said Lot 1, 529.35 feet to a point 70.00 feet normally distant north of the north line of said Reserve "A"; thence S89°05'07"W parallel with the north line of said Reserve "A", 180.00 feet to the point of beginning.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas, said lateral sanitary sewer to connect to an existing sanitary sewer main.
- (b) That the estimated and probable cost of the lateral sanitary sewer is Thirty-Four Thousand Dollars (\$34,000), with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2010.
- (c) That in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Eleven Thousand Two Hundred Eighty-Eight Dollars (\$11,288.00) for Parcel "A"; Four Thousand Seven Hundred Sixty-Eight Dollars (\$4,768.00) for Parcel "B"; and Fifty-One Thousand Two Hundred Thirty-Four Dollars (\$51,234.00) for Parcel "C".
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable, plus the benefit fee.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: PARCEL 'A' shall pay 1,677/10,000 of the total cost of the improvements; PARCEL 'B' shall pay 709/10,000 of the total cost of the improvements; and PARCEL 'C' shall pay 7,614/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (a) both a majority of owners of record, and the owners of record of more than

half the area liable for assessments outside the corporate limits of the City of Wichita, Kansas, and also (b) either (I) a majority of the resident owners of record or (II) the resident owners of record of more than one-half of the area liable for assessment within the corporate limits of the City of Wichita, Kansas, or (III) the owners of record (whether resident or not) of more than one-half the area liable for assessment within the corporate limits of the City of Wichita, Kansas.

Petitions for projects which are partially within the corporate limits of Wichita shall be commenced only upon a petition found sufficient by the provisions of K.S.A. 12-6a04, except that for the purpose of determining the sufficiency of the signatures to such petitions, only that area which is outside the corporate limits of Wichita shall be considered to constitute the proposed improvement district.

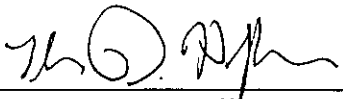
5. The owners of land covered hereunder outside the corporate limits of Wichita do hereby petition, consent to and request annexation of such lands by The City at such time as it determines appropriate (as contemplated in K.S.A. 12-519 et. Seq.). Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city, land or any part thereof. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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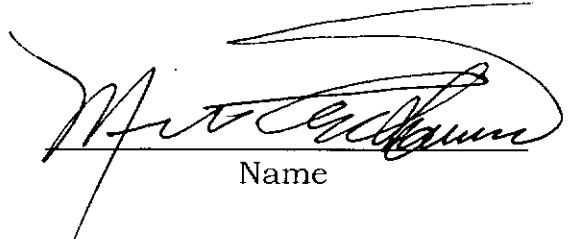
PARCEL 'A'
PARCEL 'B'
PARCEL 'C'

Midland Baptist Church

By: 
Thomas D. Heffernan, President 4/28/10

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.


Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 28th day of April
2010.


Deputy City Clerk



RECEIVED

APR 28 '10

CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION
(Outside Corporate Limits)

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

448-90481

Parcel A

That part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, described as beginning at the northwest corner of Reserve "A", in said Midland Baptist Church 2nd Addition; thence N01°13'41"W, along the west line of said Lot 1, 70.00 feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 661.38 feet to a point on the east line of said Lot 1; thence S01°10'42"E, along the east line of said Lot 1, 427.28 feet to the south east corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the southeast corner of said Reserve "A"; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence S89°05'07"W along the north line of said Reserve "A", 150.00 feet to the point of beginning.

(East of
Ridge, south
of
45th St
North)

Parcel B

That part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas described as commencing at the northwest corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the west line of said Lot 1, 70.00 feet for a point of beginning; thence continuing N01°13'41"W along the west line of said Lot 1, 529.35 feet; thence N89°05'07"E, parallel with the north line of said Reserve "A", 180.00 feet; thence S01°13'41"E parallel with the west line of said Lot 1, 529.35 feet to a point 70.00 feet normally distant north of the north line of said Reserve "A"; thence S89°05'07"W parallel with the north line of said Reserve "A", 180.00 feet to the point of beginning.

Parcel C

Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, EXCEPT that part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas, described as beginning at the northwest corner of Reserve A, in said Midland Baptist Church 2nd Addition; thence N01°13'41"W, along the west line of said Lot 1, 70.00

feet; thence N89°05'07"E, parallel with the westerly portion of the south line of said Lot 1, 661.38 feet to a point on the east line of said Lot 1; thence S01°10'42"E, along the east line of said Lot 1, 427.28 feet to the south east corner of said Lot 1; thence N88°11'55"W along the south line of said Lot 1, 153.60 feet to a deflection corner in said south line; thence S89°05'07"W along the westerly portion of the south line of said Lot 1, 357.63 feet to the southeast corner of said Reserve "A"; thence N01°13'41"W along the east line of said Reserve "A", 350.00 feet to the northeast corner of said Reserve "A"; thence S89°05'07"W along the north line of said Reserve "A", 150.00 feet to the point of beginning, AND EXCEPT that part of Lot 1, Block A, Midland Baptist Church 2nd Addition, Sedgwick County, Kansas described as commencing at the northwest corner of Reserve "A" in said Midland Baptist Church 2nd Addition; thence N01°13'41"W along the west line of said Lot 1, 70.00 feet for a point of beginning; thence continuing N01°13'41"W along the west line of said Lot 1, 529.35 feet; thence N89°05'07"E, parallel with the north line of said Reserve "A", 180.00 feet; thence S01°13'41"E parallel with the west line of said Lot 1, 529.35 feet to a point 70.00 feet normally distant north of the north line of said Reserve "A"; thence S89°05'07"W parallel with the north line of said Reserve "A", 180.00 feet to the point of beginning.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

- (a) That there be constructed a waterworks system including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Fifteen Thousand Dollars (\$15,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2010.
- (c) That in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvements district's share of the cost of the existing water main, such benefit fee to be in the amount of Five Thousand Eight Hundred Seventy Dollars (\$5,870.00) for Parcel "A"; Two Thousand Four Hundred Seventy-Nine Dollars (\$2,479.00) for Parcel "B"; and Twenty-Six Thousand Six Hundred Forty-Two Dollars (\$26,642.00) for Parcel "C".
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent

of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the city of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable, plus the benefit fee, shall be on a fractional basis: PARCEL 'A' shall pay 1,677/10,000 of the total cost of the improvements; PARCEL 'B' shall pay 709/10,000 of the total cost of the improvements; and PARCEL 'C' shall pay 7,614/10,000 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (a) both a majority of owners of record, and the owners of record of more than half the area liable for assessments outside the corporate limits of the City of Wichita, Kansas, and also (b) either (I) a majority of the resident owners of record or (II) the resident owners of record of more than one-half of the area liable for assessment within the corporate limits of the City of Wichita, Kansas, or (III) the owners of record

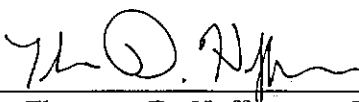
(whether resident or not) of more than one-half the area liable for assessment within the corporate limits of the City of Wichita, Kansas.

Petitions for projects which are partially within the corporate limits of Wichita shall be commenced only upon a petition found sufficient by the provisions of K.S.A. 12-6a04, except that for the purpose of determining the sufficiency of the signatures to such petitions, only that area which is outside the corporate limits of Wichita shall be considered to constitute the proposed improvement district.

5. The owners of land covered hereunder outside the corporate limits of Wichita do hereby petition, consent to and request annexation of such lands by The City at such time as it determines appropriate (as contemplated in K.S.A. 12-519 et. Seq.). Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city, land or any part thereof. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

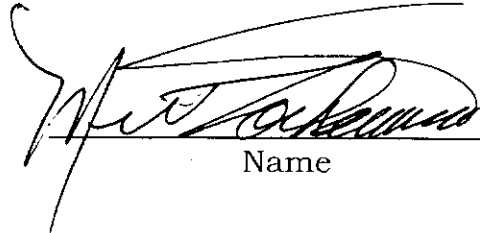
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>PARCEL 'A'</u> <u>PARCEL 'B'</u> <u>PARCEL 'C'</u>	Midland Baptist Church	

By: 
Thomas D. Heffernan, President 4/28/10

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.


Name

Baughman Company, P.A.
315 Ellis, Wichita, KS 67211
Address

262-7271
Telephone No.

Sworn to and subscribed before me this 28th day of April
2010.


Deputy City Clerk



Following are easements and dedications for City Council on May 25, 2010

The following deeds and easements have been recorded:

Pump Station Appurtenances and Force Main Easement from NewMarket V, LLC, a Kansas limited liability company dated March 24, 2010 for a strip of land lying in MEWMARKET V ADDITION, an addition to Wichita, Sedgwick County, Kansas (OCA 751463) No Cost to City

Utility Easement Correcting Grantee Name from Unified School District No. 265 dated January 21, 2010 for a tract of land lying in Lot 1, Block 1, Goddard School 2nd Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

Utility Easement from Steve A. Jordon dated September 28, 2009 for a tract of land lying in a portion of Lot 21, Walnut Grove Addition, Wichita, Sedgwick County, Kansas (OCA 744305) No Cost to City

Permanent Easement from Vera M. Rodgers Living Trust dated September 14, 2009 for a tract of land lying in the Southwest Quarter of Section 36, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas (OCA 715720) No Cost to City

Waterline Easement from Unified School District No. 265 dated October 20, 2009 for a tract of land lying in a portion of Lot 1, Block 1, Goddard School 2nd Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607853) No Cost to City

Drainage and Utility Easement from Cooksey Enterprises, LLC, a Kansas limited liability company dated August 19, 2009 for a tract of land lying in part of Lot 2, Block 1, Regency Park Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 607861) No Cost to City

Drainage and Sanitary Sewer Easement from Appaloosa Investments, L.P. a Kansas limited partnership dated August 28, 2009 for a tract of land lying in part of Lots 3 and 4, Block 1, Regency Park Addition, an addition to Wichita, Sedgwick County, Kansas TOGETHER WITH Lot 5, Block 1, said addition TOGETHER WITH Lot 1, Block 1, said addition(OCA 607861) No Cost to City

City of Wichita
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Wichita Criterium Bicycle Race
(District IV)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events Procedure, the event promoter Marty Johnson, SPECS Racing is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Wichita Criterium Bicycle Race July 31 – August 1, 2010 7:30 am – 4:30 pm

- West McCormick Avenue, K-42 to Sheridan Drive

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Ice Cream Social
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events Procedure, the event promoter Eric Cale, Wichita-Sedgwick County Historical Museum is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Ice Cream Social June 27, 2010 12:00 pm – 5:00 pm

- William Street, Main to Market

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department.

City of Wichita
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Rock N Run With the YMCA
(All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Clark Ens, Athletics Wichita is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Rock N Run With the YMCA June 19, 2010 7:30 am – 9:30 am

- § 32nd Street North, Rushwood to Woodlawn
 - § 32nd Street North, Woodlawn to Longfellow
 - § Woodlawn, Rushwood to 29th Street North
 - § 29th Street North, Woodlawn to Oliver
 - § Oliver, 29th Street North to Oxford – outside curbside lane
 - § Oxford, Oliver to Dellrose
 - § Dellrose, Oxford to Greenbriar
 - § Greenbriar, Dellrose to Fountain
 - § Fountain, 26th Street North to Terrace
 - § Terrace, Fountain to Bike Path
- See attached Site Map

Client will arrange to remove blockades as necessary to allow emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

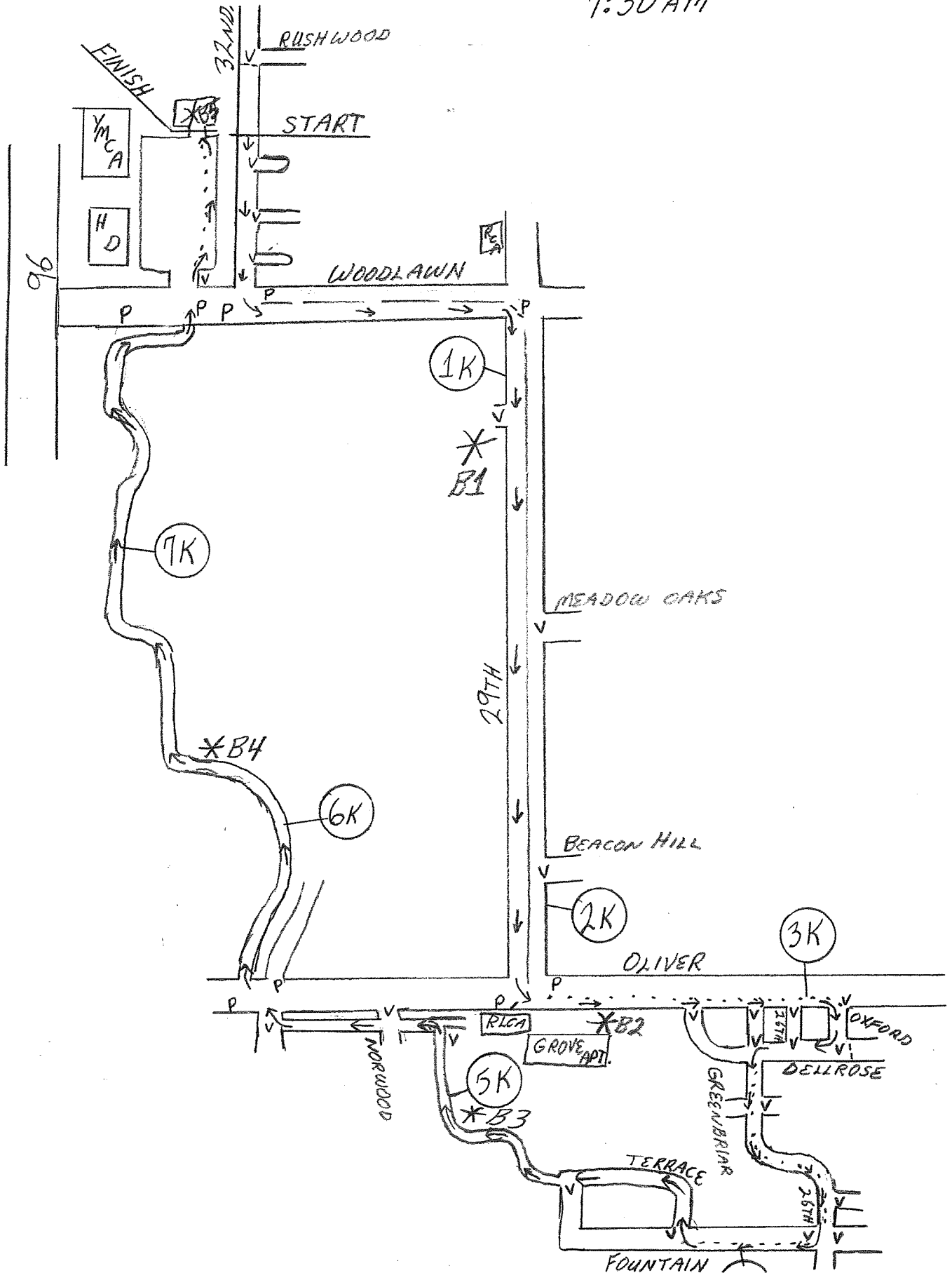
Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

ROCK N RUN 8K 7:30 AM



CITY OF WICHITA
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Release of Easements (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Authorize execution of the release of easements document.

Background: In the process of acquiring an east side sewer network from the County, laying the City's own sewer and water lines, and making street improvements, the City has, over time, acquired various easements that affect the Crestview Country Club property. None of these easements are now needed for any City operation, and the property owner wishes there to be a recorded comprehensive document detailing both the easements and the subsequent releases. In particular, this includes an easement for a pump station made unnecessary by subsequent system improvements.

Analysis: City staff believes that some of the easements requested to be addressed have already been released. Others were limited in time, for temporary construction purposes, and had no formal release document. It appears that at least one of the easements addressed falls into neither category, and requires a written release document.

Goal Impact: This action supports the Efficient Infrastructure goal, as it will bring to conclusion the legal aspects of several past construction projects.

Financial Considerations: There is no direct cost to the City in the process described.

Legal Considerations: The property owner has a right to seek release of easements that have expired, or which are no longer necessary and used for the intended purpose. The proposed document will accomplish that purpose.

Recommendations/Actions: It is recommended that the City Council authorize the necessary signatures to the release of easements document.

Attachments: Release of easements document and maps.

RELEASE OF EASEMENTS

THIS RELEASE OF EASEMENTS made this ____ day of _____, 2010, by the city of Wichita (hereinafter "City") in favor of Crestview Country Club Association (hereinafter "Club").

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which from Club to City is hereby acknowledged, City for itself and its successors and assigns has remised, released, acquitted and discharged, and by these presents does for itself, its successors and assigns remise, release, acquit and discharge:

- i) The Temporary Construction Easement upon the following described premises, to-wit:

A tract of land located in the Northwest Quarter of Section 14, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Commencing at the Northeast corner of said Northwest Quarter; thence West along the North line of said Northwest Quarter on an assumed bearing of S88°53'02"W a distance of 1128.10 feet; thence S01°06'58"E a distance of 50 feet to the point of beginning, said point being on the 50 foot right-of-way line of 13th Street North and on the East line of a 20 foot wide Crestview Improvement Utility Easement (as recorded as the Register of Deeds, Sedgwick County Courthouse, Film 0379, Page 0902); thence S88°53'02"W along said 50 foot right-of-way line, a distance of 55.00 feet; thence S01°06'58"E a distance of 35.00 feet; thence N88°53'02"E a distance of 100.00 feet; thence N01°06'58"W a distance of 35.00 feet to a point on the said 50 foot right-of-way line; thence S88°53'02"W along said 50 foot right-of-way line a distance of 45.00 feet to the point of beginning, containing 0.080 acre more or less,

recorded at Film 2394, Page 1146 in the Sedgwick County, Kansas Register of Deeds office, and

- ii) The Easement for Sanitary Sewer Pump Station upon the following described premises, to-wit:

A tract of land located in the Northwest Quarter of Section 14, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Commencing at the Northeast corner of said Northwest Quarter; thence West along the North line of said Northwest Quarter on an assumed bearing of S88°53'02"W a distance of 1128.10 feet; thence S01°06'58"E a distance of 50.00 feet to the point of beginning, said point being on the 50 foot right-of-way line of 13th Street North; thence S01°06'58"E along the East line of a 20 foot wide Crestview Improvement Utility Easement (as recorded at the Register of Deeds, Sedgwick County Courthouse, Film 0379, Page 0902) a distance of 15.28 feet; thence N88°53'02"E a distance of 25.00 feet; thence N01°06'58"W a distance of 15.28 feet to a point on the said 50 foot right-of-way line; thence S88°53'02"W along said right-of-way line a distance of 25.00 feet to the point of beginning, containing 0.009 acre more or less,

recorded at Film 2397, Page 1135 in the Sedgwick County, Kansas Register of Deeds office, and

- iii) Temporary Construction and Utility Easement upon the following described premises, to-wit:

Tracts of land located in the Northeast Quarter of the Northwest Quarter, of Section 14, T27S, R2E of the 6th P.M. Sedgwick County, Kansas; said easement for temporary construction being described as follows:

Beginning at a point 1,099.85 feet West of the N1/4 corner of said section; thence South 100 feet; thence West 100 feet; thence North 100 feet; thence East 100 feet to the point of beginning;

and said easement for utilities being described as:

Beginning at a point 1,124.85 feet West of the N1/4 corner of Section 14, T27S, R2E of the 6th P.M., Sedgwick County, Kansas; thence South 65 feet; thence West 50 feet; thence North 65 feet; thence East 50 feet to the point of beginning,

recorded at Film 379, Page 903 in the Sedgwick County, Kansas Register of Deeds office, and

- iv) The Outfall Sanitary Sewer Easement upon the following described premises, to-wit:

A tract of land located in Section 14, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, ten feet (10') on each side of an existing outfall sewer running between the existing sewage disposal plant and that area which is being platted as Crestview Country Club Estates, East Meadows, Addition, Sedgwick County, Kansas,

recorded at Misc Book 684, Page 368 in the Sedgwick County, Kansas Register of Deeds office, and

- v) The Easement for Sanitary Sewer Pump Station upon the following described premises, to-wit:

A tract of land located in the Northwest Quarter of Section 14, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

Commencing at the Northeast corner of said Northwest Quarter; thence West along the North line of said Northwest Quarter on an assumed bearing of S 88°53'02"W a distance of 1128.10 feet, thence S 01°06'58" E a distance of 50 feet to the point of beginning, said point being on the 50 foot right-of-way line of 13th Street North; thence S 01°06'58"E along the East line of a 20 foot wide Crestview Improvement Utility easement (as recorded at the Register of Deeds, Sedgwick County Courthouse, Film 0379, Page 0902) a distance of 50 feet; thence N 88°53'02" E a distance of 75 feet; thence N 01°06'58" W a distance of 50.0 feet to a point on the said 50 foot right-of-way line; thence S 88°53'02" W along said right-of-way line a distance of 75.0 feet to the point of beginning, containing 0.086 acre more or less,

recorded at Film 2099, Page 0915 in the Sedgwick County, Kansas Register of Deeds office, and

- vi) The Outfall Sanitary Sewer Easement upon the following described premises, to-wit:

A tract of land located in Section 14, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, ten feet (10') on each side of an existing outfall sewer running between the existing sewage disposal plant and that area which is being platted as Crestview Country Club Estates, East Meadows Addition, Sedgwick County, Kansas,

recorded at Misc Book 684, Page 370 in the Sedgwick County, Kansas Register of Deeds office, and

- vii) Any and all other Outfall Sanitary Sewer Easements or easements covering or related to inactive sewer lines granted by the Crestview Country Club Association and/or Crestview Development Corporation in Section 14, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas.

IN WITNESS WHEREOF, City executes this Release of Easement at Wichita, Sedgwick County, Kansas on the day and year first above written.

CITY OF WICHITA
By order of the City Council

By _____
Robert L. Layton, City Manager

SEAL:

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law and
City Attorney

ACKNOWLEDGEMENT

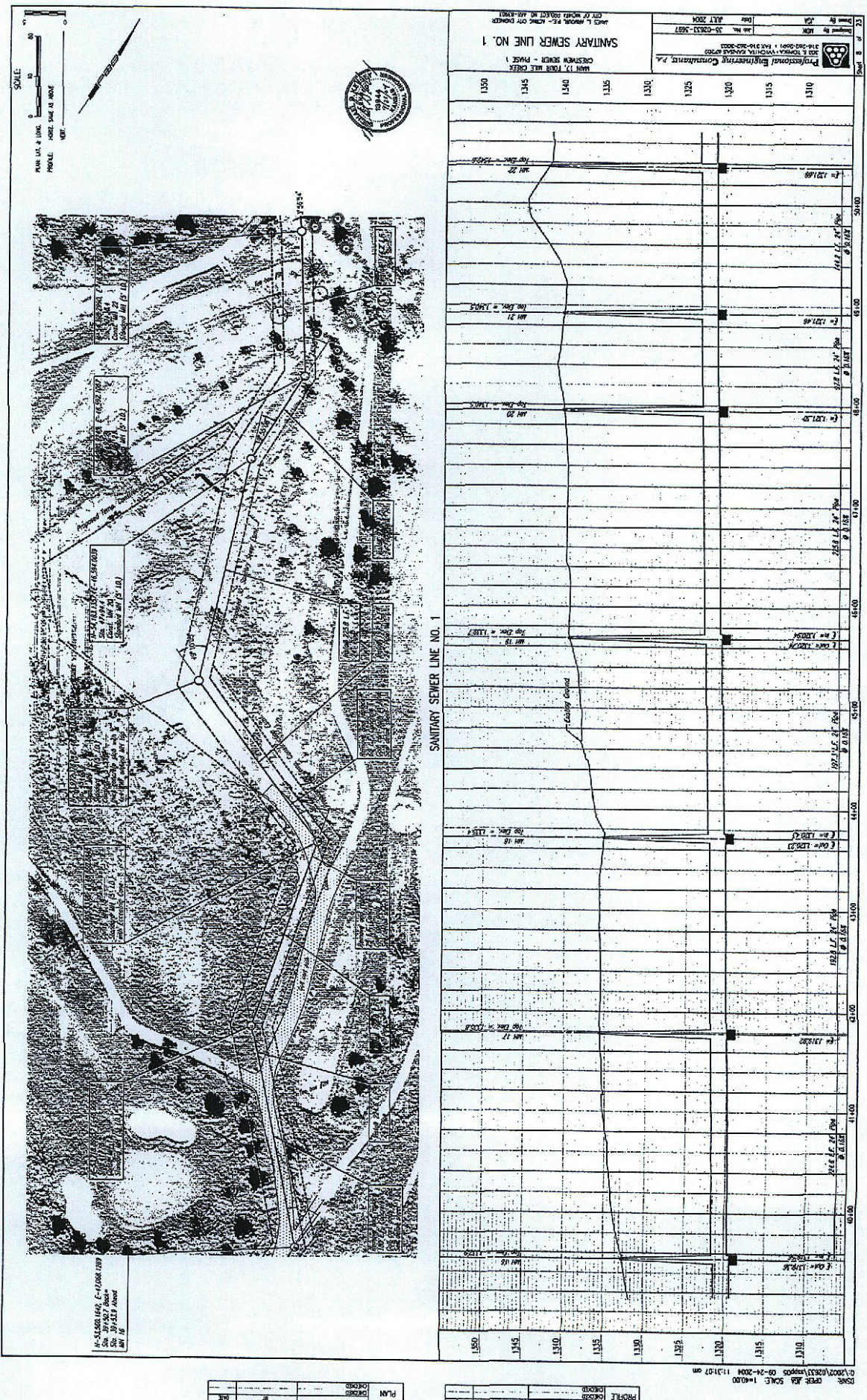
STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

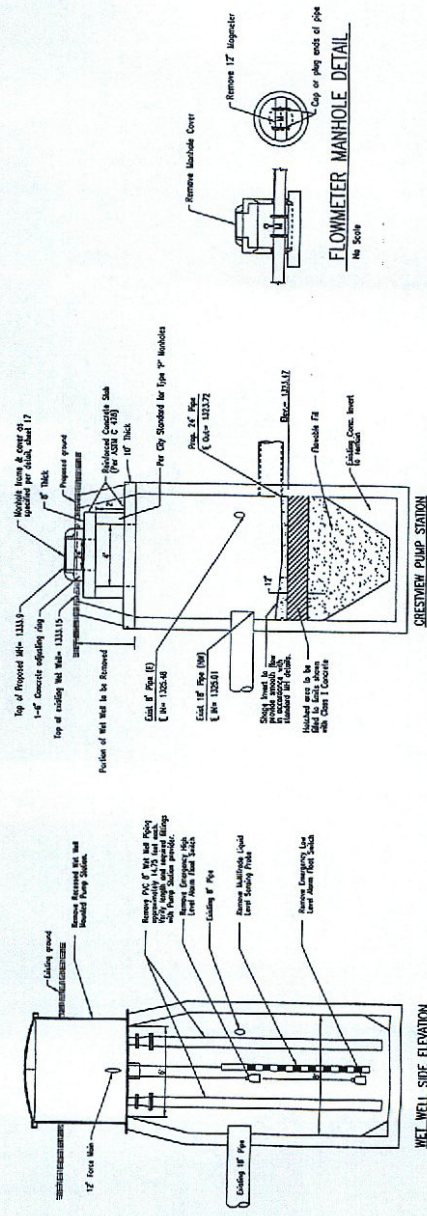
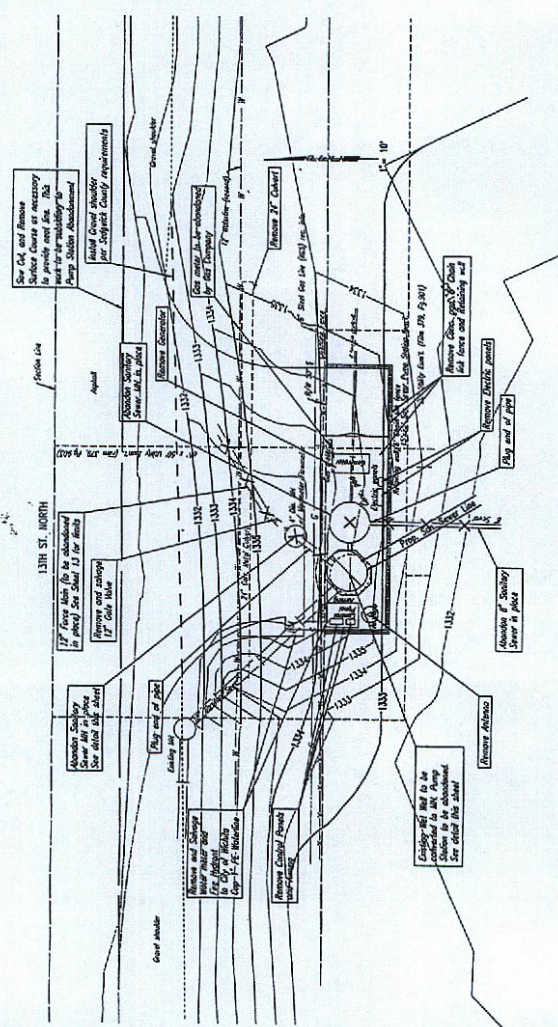
BE IT REMEMBERED that on this ____ day of _____, 2010, before me a notary public in and for said County and State, came Robert L. Layton, City Manager, who is personally known to me to be the same person who executed, as such officer, the within the instrument on behalf of said City, and such person duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand affixed my official seal, the day and year last above written.

Notary Public

My commission expires:



[illegible][illegible][illegible]

City of Wichita
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Amendment to City/County Coordination Agreement: Heartland Defense Training Center (District I)

INITIATED BY: Department of Public Works

AGENDA: Consent

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Recommendation: Approve the amendment to the City/County agreement.

Background: On June 9, 2009, the City Council approved an agreement with Sedgwick County that provides for joint funding of street, sanitary sewer, drainage and water line improvements required for the Heartland Defense Training Center. The agreement also designated the City of Wichita as the lead agency for the design and construction of the improvements, with split billing by the construction contractors to the City and County. In order to provide for a more orderly project administration, an agreement amendment has been prepared that provides for all contractor payments to be processed by the City with reimbursement to the City by the County for its share of cost. Also, the original agreement did not address funding of right-of-way acquisition, which is being funded equally by the City and the County. The County Commission approved the amended agreement including shared right-of-way acquisition on April 28, 2010.

Analysis: The facility will support consolidated elements of the Kansas Army National Guard and the Marine Corp Reserve including eight distinct units and over 670 personnel on a 30 acre campus near I-135 and K-96 Freeways.

Financial Considerations: The previously approved City contribution of \$1,950,000 is unchanged. An amending resolution has been prepared to provide bonding authority for the total project budget.

Goal Impact: These projects address the Safe and Secure Community and Efficient Infrastructure goals by providing a facility for National Guard, Marine Reserves and City/County training.

Legal Considerations: The agreement amendment and amending resolution have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the amendment to the City/County agreement, adopt the amending resolution and authorize the necessary signatures.

Attachments: Agreement amendment and amending resolution

Published in the Wichita Eagle on May 28, 2010

RESOLUTION NO. 10-147

A RESOLUTION AMENDING RESOLUTION NO. 09-167 APPROVING INITIATION OF A PROJECT TO DESIGN AND CONSTRUCT THE HEARTLAND PREPAREDNESS CENTER AND DECLARING IT TO BE THE INTENTION OF THE CITY TO ISSUE GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$3,700,407 TO PAY ALL OR A PORTION OF THE COSTS OF SUCH PROJECT.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Resolution 09-167 is hereby amended to read as follows:

“SECTION 2. The cost of the construction of the above described improvements is estimated to be Three Million Seven Hundred Thousand Four Hundred Seven Dollars (\$3,700,407) exclusive of the cost of interest on borrowed money. To the extent that the cost of such improvements is not paid by Sedgwick County the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, up to a maximum amount of \$3,700,407, exclusive of the cost of interest on borrowed money.”

SECTION 2. The original of SECTION 2 of Resolution No. 09-167 is hereby rescinded.

SECTION 3. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 25th day of May, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AT TO FORM:

Gary E. Rebenstorf
Director of Law

AMENDMENT TO INFRASTRUCTURE DESIGN AND CONSTRUCTION
AGREEMENT

THIS AMENDMENT TO AGREEMENT is made and entered into this 28th of April 2010, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and the City of Wichita, Kansas, hereinafter referred to as "City."

WITNESSETH:

WHEREAS, on the 13th day of May, 2009, County and City entered into an Agreement whereas the County and City desire to formally establish cooperative actions that address infrastructure design and construction of the Heartland Defense Training Center ("Original Agreement"), and

WHEREAS, it is the desire of the County and City to make certain modifications to the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

SECTION 1. Section 1, "Purpose" is hereby amended and shall read as follows:

Section 1. Purpose. The purpose of this Agreement is to provide for the engineering, construction and financing of right-of-way acquisition, street, water, sanitary sewer and storm water sewer systems and general infrastructure improvement work on 23 acres of land located in the vicinity of the junction of K-96 and I-135 highways in the City of Wichita. Said property will be leased to the Kansas National Guard through a 99-year lease agreement.

SECTION 2. Section 2, "Compensation" is hereby amended and shall read as follows:

Section 2. Compensation. City and County will participated equally (50%) in cost of design and infrastructure improvements to a maximum of \$1,911,862.00, the total amount County has reserved for this purpose in its Capital Improvement Plan ("CIP") budget. County has no additional financial commitment to the project, without the approval of the Board of County Commissioners, beyond this agreement. In the even final costs are higher than estimated, the difference will be shared equally by City and County, subject to approval by the Board of County Commissioners. Should any reimbursements, rebates or refunds to this project occur, City and County will equally share the benefit.

SECTION 3. Section 3, "Billing and Payment Method" is hereby amended and shall read as follows:

Section 3. Billing and Payment Method. City will not enter into contracts for this project without County's prior authorization *for County's share* of expenditures. As lead agency, City shall invoice County monthly for County's share of the cost of the improvements. County shall pay City within 30 days of receipt of invoice. Invoices shall show both City's and County's costs.

SECTION 4. Section 7, "Records," Subsections B, C, and D, are hereby amended and shall read as follows:

B. Maintenance of Records. Except as otherwise authorized by County, City shall retain such documentation for a period of three (3) years after receipt of the final

expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

C. **Reports.** During the term of this contract, City shall furnish to County, in such form, as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract.

D. **Audit.** Audits of financial records which apply to this Contract shall be provided to County, if requested.

SECTION 5. All other conditions, covenants and promises contained in the Original Lease Agreement executed by the parties on the 13th day of May, 2009, not specifically modified herein shall remain in full force and effect as written therein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

SEDGWICK COUNTY, KANSAS

THE CITY OF WICHITA, KANSAS

KARL PETERJOHN, Chairmain
Board of County Commissioners
Sedgwick County

CARL BREWER, Mayor

ATTEST:

ATTEST:

KELLY B. ARNOLD
County Clerk

KAREN SUBLETT
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JENNIFER MAGAÑA
Deputy County Counselor

GARY REBENSTORF
City Attorney

**City of Wichita
City Council Meeting
May 25, 2010**

TO: Mayor and City Council
SUBJECT: Standby Power Generation Change Orders (All Districts)
INITIATED BY: Wichita Water Utilities
AGENDA: Consent

Recommendation: Approve Change Order No. 2 with Foley Equipment and Change Order No. 1 with Dondlinger & Sons Construction Co. Inc.

Background: Reliable power is critical in providing water service to the City of Wichita and its customers. The Water Utilities' vulnerability assessment identified the lack of standby power generation as a security concern and recommended that it be installed. On August 12, 2008, the City Council approved the initiation of Capital Improvement Program (CIP) W-1397 (formerly CIP W-903) for standby power generating facilities at Hess Pump Station, Cheney Pump Station, Webb Road and various locations in the Equus Beds Wellfield.

Analysis: To provide this back up power, it would be necessary to bid a project that would require the purchase and installation of electrical equipment and the construction of buildings to house it. If an electrical contractor bid the project, the electrical contractor would likely subcontract the building construction and add roughly 5% to that work as an administration handling fee. If a building contractor bid the project, the building contractor would similarly mark up the cost of the electrical work. Bidding the work as one package could have easily cost the City an additional \$350,000 to \$500,000.

In an effort to save the City money, a decision was made to bid the electrical and building work separately. It was recognized that this could result in some changes during construction in order for the electrical equipment and buildings to fit together, but it was felt that the cost of these changes would be more than offset by the markup savings. Thus, a contract for installing generators, switchgear, switchgear housing and bus ducts to connect the systems for standby power generating facilities at these locations was awarded to Foley Equipment on March 3, 2008. A contract to construct the generator buildings to house these systems was awarded to Dondlinger & Sons Construction on June 24, 2008.

In addition to changes requested for consistency in construction, there were some unforeseen underground conditions that needed to be addressed and some changes that were made as construction progressed to better the facilities. A few code changes were also required.

Financial Consideration: The changes discussed above have resulted in the need for change orders to both the Foley and Dondlinger contracts. Attached is a detailed breakdown of the changes made, that can be generally summarized as follows:

Foley Contract:	Code changes	\$ 700.00
	Contract consistency	\$ 108,150.50
	Project enhancements	<u>\$ 742.00</u>
	Total Change	\$105,592.50

Dondlinger Contract:	Code changes	\$10,952.60
	Contract consistency	\$42,711.00
	Project enhancements	\$28,391.00
	Unforeseen underground	\$26,538.30
	Storm Sewer repair	\$4,600.00
	Credit-garage door fixtures	<u>(\$7,140.70)</u>
	Total Change	\$106,052.20*

*Of this amount, \$4,600 will be reimbursed by the Gas Company, and \$21,016 was deducted from Foley's contract in Change Order No. 1.

Foley Change Order No. 2 totals \$109,592.50, increasing the total cost to \$4,387,444.57 (an increase of 2.60% from the original contract amount). The Dondlinger Change Order No. 1 increases the total to \$6,280,052.20 (an increase of 1.72% from the original contract amount).

Funds for the project are included in the Adopted 2009-2018 CIP as Standby Power Facilities. The project will be funded from Water Utility revenues and reserves, and/or a future revenue bond issue.

Goal Impact: These projects address the Efficient Infrastructure goal by providing standby power facilities to help ensure water delivery when loss of power occurs.

Legal Considerations: The change orders have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the change orders and authorize the necessary signatures.

Attachments: Change orders from Foley Equipment and Dondlinger & Sons Construction.

CHANGE ORDER

Date: 3-11-10

No. 1 Final

OWNER'S Project No. FB800034

Project: Standby Power Generator, City of Wichita Water Department – Generator
Equipment Bid Package #1

Contractor: Foley Equipment

Nature of changes:

Item #1 (Change Order Request #1) **Add \$3,154.25**

- 1) Programming of 5KV Switchgear controller to disconnect power to 5KV/480V transformers as directed by City of Wichita Office of Central Inspection Electrical Division. \$700.00
- 2) Addition of (4) crankcase breather collector boxes to eliminate dripping of blow-by from heads of generator. (4) each at \$185.50.
- 3) Wiring of (4) additional emergency stop pushbuttons into generator control system and interconnection to SCADA system Controls. \$1,712.25

Item #2 (Change Order Request #2) **Add \$106,438.25**

- 1) Provide and install busduct from substation transformers to substation power houses. The existing conditions required modification of the bus duct connections above what was expected during design and bidding. Additionally, the contractor added value by routing the busduct from the existing transformer to the substation power housed such that entry connections were made on the side of the building in lieu of to the top of the building increasing reliability of the installation and minimizing potential for leaks into the switchgear power housed from roof mounted connections. Value negotiated to compensate for work required by building contractor for bid package #2. Original Change order requested was \$153,611.00

Total \$109,592.50

Attachments: Letters of correspondence for change orders. Change order proposals from the Contractor.

These changes result in the following adjustment of Contract price and Contract time:

Net (increase) to contract value resulting from this Change Order \$ 109,592.50

The changes are accepted.

Date: 3-29-2010

Don Wagner Foley Equipment Co.
CONTRACTOR

The changes are approved.

Date: 3/22/10

R. Bl
ENGINEER

You are directed to make the changes noted:

Dated: _____
OWNER

Approved as to Form
Gary E. Beasley JAK

CHANGE ORDER

Date: 3-11-10

No. 1 Final

OWNER'S Project No. FB800812

Project: Standby Power Generation, City of Wichita Water Department – Hess Pump Station
Generator Building - Bid Package #2

Contractor: Dondlinger and Sons Construction

Nature of changes:

Item #1 (Change Order Request #1)

Add \$13,874.00

- 1) Relocation of existing Fiber Optical Cable. During Construction an underground fiber optical cable was discovered that was not identified during design. Relocation of the cable was necessary to construct the facility.

Item #2 (Change Order Request #2)

Add \$ 8,275.30

- 1) During initial excavation for construction of the duct bank from the Hess Pump Generator facility to the East substation, the depth of an existing water pipe was determined to be too shallow for the installation of the duct bank. The duct bank installation required significant rework of the installation methods to re-route the duct bank over the water pipe.

Item #3 (Change Order Request #3)

Add \$ 1,955.80

- 1) The project was awarded and did not require the contractor to acquire building permits for construction of the facility. The Wichita Water Department was unable to get the permits issued and the contractor was direct to acquire the permits.

Item #4 (Change Order Request #4)

Deduct \$ 7,140.70

- 1) The exterior overhead FEMA garage doors were designed to be wrapped in a factory finished sheet metal. Due to constructability issues and the ability to maintain the integrity of the sheet metal wrapping system it was determined to provide a high performance field applied paint to minimize cost and maximize longevity of the finished product.

Item #5 (Change Order Request #5)

Add \$ 6,805.00

- 1) Due to the importance of the facility and the need to complete the switch out of the substation equipment and energize the generator building and substations it was determined that it would be necessary to modify the electrical manholes MH-N and MH-S to have removable concrete lids. This modification allowed the contractor to more quickly install the large quantities of cables between the necessary components of the building and minimize the time at which the facility would be vulnerable with only a single utility source.

Item #6 (Change Order Request #6)

Add \$ 00.00

- 1) Addition of flashing at room #101.

Item #7 (Change Order Request #7)

Add \$ 00.00

- 1) Not accepted.

Item #8 (Change Order Request #8)

Add \$ 00.00

- 1) Not accepted. Fire Alarm Design Changes. Work was not performed. Installation was installed as designed.

Item #9 (Change Order Request #9)

Add \$ 795.00

- 1) The design did not require the installation of caulking in the roof panels located above the each radiator bay in order to ease in the removal of the roof panels in order to perform major service on the radiators. During construction it was determined that the joints in the roof should be caulked to minimize the amount of water that could pass through the cracks and potentially wick into the electrical room and undermine the grouted control joint between the electrical room walls and the exterior radiator bay.

Item #10 (Change Order Request #10)

Add \$ 1,963.00

- 1) During construction of the gas train (valves) located at the northeast corner of the building, it was determined that in order to protect and allow maintenance on the system, the gas train should be relocate to grade level. The original design had the gas train located up on an elevated concrete pad and the solution was to provide a concrete pad a grade.

Item #11 (Change Order Request #11)

Add \$ 7,694.00

- 1) The code review of the contract documents required the installation of (2) fire smoke dampers. One located at the north end of the main electrical room and one located at the south end of the electrical room to effectively separate the exterior transformer bays from the main electrical room. The two devices were not included in the construction documents prior to award of the project.

Item #12 (Change Order Request #12)

Add \$ 8,435.00

- 1) The day tank vent piping was extended from location on the east side of the building to exit the building at the roof. The adjustment was made to minimize possibility for vandalism.

Item #13 (Change Order Request #13)

Add \$ 1,237.00

- 1) The installation of the raceways from the floor adjacent to the generators was determined to be detrimental to the appearance of the finished installation in the generator bays. Black sheet metal covers were fabricated to hide the unsightly raceways and provide protection to the cabling exiting the floor slab at each generator.

Item #14 (Change Order Request #14)

Add \$ 4,389.00

- 1) During construction of the drive east of the generator facility the contractor exposed an area of unsuitable soil which contained items that would not be suitable for installation below the roadway. This unsuitable material was unforeseen and was removed and disposed of off-site.

Item #15 (Change Order Request #15)

Add \$ 2,254.00

- 1) During review of the shop drawings for installation of the large overhead doors it was determined that the width of the door jambs would reduce the available working space below the radiators thus not allowing room to use a ladder to access the radiator maintenance platforms. Redesign of the platforms to provide a large hinged opening was provided to allow for ladder access to the maintenance platform.

Item #16 (Change Order Request #16)

Add \$ 1,935.00

- 1) The large 5KV switchgear located in the main electrical room of the generator facility required circuits for battery chargers to keep batteries charged to allow the motorized breakers to function in event of a power outage. (2) additional circuits were added to accommodate this requirement.

Item #17 (Change Order Request #17)

Add \$ 255.00

- 1) An overhead door seal was added to the south large garage door at the base of the door to eliminate wind driven rain from entering below the door.

Item #18 (Change Order Request #18)

Add \$20,767.00

- 1) During construction to ensure proper phase rotation of the electrical service and to ensure proper coordination of the installation of the equipment with existing variable frequency

drives, Rockwell support staff were brought to the site to field verify the installation and coordinate the connection of the new system to the existing system. This was done to ensure that no adverse conditions existed prior to replacing the main switchgear with the new equipment. If an incompatibility would have been discovered, the time required to correct the problem would have left the Hess Pump Station with only a single power source until the corrections were made. No incompatibility was found and replacement of the equipment without any issues.

- 2) Additional switches were added to the control system to allow staff to manually operate air intake louvers if the SCADA system does not function properly.
- 3) Additional relays for operation of the emergency controls were required for shut down of the system.
- 4) Additional controls were added to control the exhaust fans.
- 5) Additional fiber optical cabling was added to connect the equipment provided by bid package #1 contractor to the SCADA system provided by the bid package #2 contractor.
- 6) The replacement of the exterior power houses at each substation required the re-routing for sump pump piping and power.
- 7) Additional switches were added to the control system to allow staff to manually operate exhaust air louvers if the SCADA system does not function properly.
- 8) A 120V circuit was provided to each power house from the main generator facility to ensure that SCADA control is maintained at each substation in event power to the substation is disconnected for an extended period of time. The addition ensures the batteries in the SCADA controls will be fully charged.

Item #19 (Change Order Request #19)

Add \$ 910.80

- 1) During final inspection of the facility by the fire department the installation of a KNOX BOX and KNOX lock was requested for final completion. These items have been provided and installed.

Item #20 (Change Order Request #20)

Add \$ 3,360.00

- 1) After installation of the powerhouses, the contractor was directed to grout the gap between the steel of the powerhouses at each substation and the existing concrete pad where the powerhouses were installed. After the power houses were installed the crown of the existing concrete slabs created large gaps and were filled to eliminate the opportunity for rodents to enter the facility.

Item #21 (Change Order Request #21) **Add \$ 4,600.00**

- 1) During relocation of the gas main from on the east side of the facility, the gas company crossed a storm water sewer line located below the main driveway at the loading dock area and backfilled the line. This line was damaged during the installation of the gas line. The damage was revealed during the camera investigation of the sewer line. The repairs were made to the line.

Item #22 (Change Order Request #22) **Add \$ 1,300.00**

- 1) After installation of the substation equipment the grades in the existing substation fenced areas were re-graded and additional rock was installed.

Item #23 (Change Order Request #23) **Add \$ 00.00**

- 1) Not Accepted. Foley equipment directed the installation housekeeping pads to be performed by the contractor. Foley equipment has submitted for payment of this cost and will compensate the Contractor for this work.

Item #24 (Change Order Request #24) **Add \$ 980.00**

- 1) Aluminum tread plates were added at the north end and south end of the main switchgear lineup in the Hess pump station to close up the access between the electrical room and the vault below the floor. The access panels are removable to facilitate the addition of equipment in the future.

Item #25 (Change Order Request #25) **Add \$ 3,516.00**

- 1) The installation of the main switchgear required the door into the electrical room to be removed to allow the 6'-0" wide section to be installed.

Item #26 (Change Order Request #26) **Add \$ 392.00**

- 1) The fire department final review of the facility required the addition of building numbers for the address of the facility. The numbers were installed to comply.

Item #27 (Change Order Request #27) **Add \$17,500.00**

- 1) Due to unforeseen delays in construction the contractor was required to be on site for additional time to complete the project. The change order value for Bid Package #1 was reduced to compensate for this cost.

Total \$106,052.90

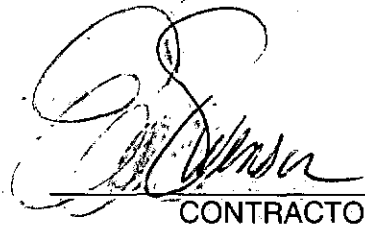
Attachments: Letters of correspondence for change orders, Change order proposals from the Contractor.

These changes result in the following adjustment of Contract price and Contract time:

Net (increase) to contract value resulting from this Change Order \$ 106,052.90

The changes are accepted.

Date: 3/25/10


CONTRACTOR

The changes are approved.

Date: 3/22/10


ENGINEER

You are directed to make the changes noted:

Dated: _____
OWNER

*Approved as to form
Gary E. Beardsley JPR*

CHANGE ORDER

Date: 3-11-10

No. 1 Final

OWNER'S Project No. FB800034

Project: Standby Power Generator, City of Wichita Water Department – Generator
Equipment Bid Package #1

Contractor: Foley Equipment

Nature of changes:

Item #1 (Change Order Request #1) **Add \$3,154.25**

- 1) Programming of 5KV Switchgear controller to disconnect power to 5KV/480V transformers as directed by City of Wichita Office of Central Inspection Electrical Division. \$700.00
- 2) Addition of (4) crankcase breather collector boxes to eliminate dripping of blow-by from heads of generator. (4) each at \$185.50.
- 3) Wiring of (4) additional emergency stop pushbuttons into generator control system and interconnection to SCADA system Controls. \$1,712.25

Item #2 (Change Order Request #2) **Add \$106,438.25**

- 1) Provide and install busduct from substation transformers to substation power houses. The existing conditions required modification of the bus duct connections above what was expected during design and bidding. Additionally, the contractor added value by routing the busduct from the existing transformer to the substation power housed such that entry connections were made on the side of the building in lieu of to the top of the building increasing reliability of the installation and minimizing potential for leaks into the switchgear power housed from roof mounted connections. Value negotiated to compensate for work required by building contractor for bid package #2. Original Change order requested was \$153,611.00

Total \$109,592.50

Attachments: Letters of correspondence for change orders. Change order proposals from the Contractor.

These changes result in the following adjustment of Contract price and Contract time:

Net (increase) to contract value resulting from this Change Order \$ 109,592.50

The changes are accepted.

Date: 3-29-2010

Don Wagner Tolley Equipment Co.
CONTRACTOR

The changes are approved.

Date: 3/22/10

R. Bl
ENGINEER

You are directed to make the changes noted:

Dated: _____
OWNER

Approved as to Form
Gary E. Beasley JAK

CHANGE ORDER

Date: 3-11-10

No. 1 Final

OWNER'S Project No. FB800812

Project: Standby Power Generation, City of Wichita Water Department – Hess Pump Station
Generator Building - Bid Package #2

Contractor: Dondlinger and Sons Construction

Nature of changes:

Item #1 (Change Order Request #1)

Add \$13,874.00

- 1) Relocation of existing Fiber Optical Cable. During Construction an underground fiber optical cable was discovered that was not identified during design. Relocation of the cable was necessary to construct the facility.

Item #2 (Change Order Request #2)

Add \$ 8,275.30

- 1) During initial excavation for construction of the duct bank from the Hess Pump Generator facility to the East substation, the depth of an existing water pipe was determined to be too shallow for the installation of the duct bank. The duct bank installation required significant rework of the installation methods to re-route the duct bank over the water pipe.

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Add \$ 1,955.80

- 1) The project was awarded and did not require the contractor to acquire building permits for construction of the facility. The Wichita Water Department was unable to get the permits issued and the contractor was direct to acquire the permits.

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Item #6 (Change Order Request #6)

Add \$ 00.00

- 1) Addition of flashing at room #101.

Item #7 (Change Order Request #7)

Add \$ 00.00

- 1) Not accepted.

Item #8 (Change Order Request #8)

Add \$ 00.00

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Add \$ 795.00

- 1) The design did not require the installation of caulking in the roof panels located above the each radiator bay in order to ease in the removal of the roof panels in order to perform major service on the radiators. During construction it was determined that the joints in the roof should be caulked to minimize the amount of water that could pass through the cracks and potentially wick into the electrical room and undermine the grouted control joint between the electrical room walls and the exterior radiator bay.

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Item #11 (Change Order Request #11)

Add \$ 7,694.00

- 1) The code review of the contract documents required the installation of (2) fire smoke dampers. One located at the north end of the main electrical room and one located at the south end of the electrical room to effectively separate the exterior transformer bays from the main electrical room. The two devices were not included in the construction documents prior to award of the project.

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- 1) During construction of the drive east of the generator facility the contractor exposed an area of unsuitable soil which contained items that would not be suitable for installation below the roadway. This unsuitable material was unforeseen and was removed and disposed of off-site.

Item #15 (Change Order Request #15)

Add \$ 2,254.00

- 1) During review of the shop drawings for installation of the large overhead doors it was determined that the width of the door jambs would reduce the available working space below the radiators thus not allowing room to use a ladder to access the radiator maintenance platforms. Redesign of the platforms to provide a large hinged opening was provided to allow for ladder access to the maintenance platform.

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Item #17 (Change Order Request #17)

Add \$ 255.00

- 1) An overhead door seal was added to the south large garage door at the base of the door to eliminate wind driven rain from entering below the door.

Item #18 (Change Order Request #18)

Add \$20,767.00

- 1) During construction to ensure proper phase rotation of the electrical service and to ensure proper coordination of the installation of the equipment with existing variable frequency

drives, Rockwell support staff were brought to the site to field verify the installation and coordinate the connection of the new system to the existing system. This was done to ensure that no adverse conditions existed prior to replacing the main switchgear with the new equipment. If an incompatibility would have been discovered, the time required to correct the problem would have left the Hess Pump Station with only a single power source until the corrections were made. No incompatibility was found and replacement of the equipment without any issues.

- 2) Additional switches were added to the control system to allow staff to manually operate air intake louvers if the SCADA system does not function properly.
- 3) Additional relays for operation of the emergency controls were required for shut down of the system.
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- 1) During final inspection of the facility by the fire department the installation of a KNOX BOX and KNOX lock was requested for final completion. These items have been provided and installed.

Item #20 (Change Order Request #20)

Add \$ 3,360.00

- 1) After installation of the powerhouses, the contractor was directed to grout the gap between the steel of the powerhouses at each substation and the existing concrete pad where the powerhouses were installed. After the power houses were installed the crown of the existing concrete slabs created large gaps and were filled to eliminate the opportunity for rodents to enter the facility.

Item #21 (Change Order Request #21) **Add \$ 4,600.00**

- 1) During relocation of the gas main from on the east side of the facility, the gas company crossed a storm water sewer line located below the main driveway at the loading dock area and backfilled the line. This line was damaged during the installation of the gas line. The damage was revealed during the camera investigation of the sewer line. The repairs were made to the line.

Item #22 (Change Order Request #22) **Add \$ 1,300.00**

- 1) After installation of the substation equipment the grades in the existing substation fenced areas were re-graded and additional rock was installed.

Item #23 (Change Order Request #23) **Add \$ 00.00**

- 1) Not Accepted. Foley equipment directed the installation housekeeping pads to be performed by the contractor. Foley equipment has submitted for payment of this cost and will compensate the Contractor for this work.

Item #24 (Change Order Request #24) **Add \$ 980.00**

- 1) Aluminum tread plates were added at the north end and south end of the main switchgear lineup in the Hess pump station to close up the access between the electrical room and the vault below the floor. The access panels are removable to facilitate the addition of equipment in the future.

Item #25 (Change Order Request #25) **Add \$ 3,516.00**

- 1) The installation of the main switchgear required the door into the electrical room to be removed to allow the 6'-0" wide section to be installed.

Item #26 (Change Order Request #26) **Add \$ 392.00**

- 1) The fire department final review of the facility required the addition of building numbers for the address of the facility. The numbers were installed to comply.

Item #27 (Change Order Request #27) **Add \$17,500.00**

- 1) Due to unforeseen delays in construction the contractor was required to be on site for additional time to complete the project. The change order value for Bid Package #1 was reduced to compensate for this cost.

Total \$106,052.90


Attachments: Letters of correspondence for change orders, Change order proposals from the Contractor.

These changes result in the following adjustment of Contract price and Contract time:

Net (increase) to contract value resulting from this Change Order \$ 106,052.90

The changes are accepted.

Date: 3/25/10


CONTRACTOR

The changes are approved.

Date: 3/22/10


ENGINEER

You are directed to make the changes noted:

Dated: _____
OWNER

*Approved as to form
Gary E. Beardsley JPR*

City of Wichita
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Cultural Facilities Enhancements - Old Cowtown Museum Campus Electrical Upgrades Change Order No. 1 (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve Change Order No. 1.

Background: The 2007-2016 Capital Improvement Program (CIP) included a total of \$2 million for facility improvements to be divided between three cultural facilities: the Mid-American All Indian Center, the Old Cowtown Museum, and the Kansas Aviation Museum. Work at the Indian Center was completed in 2009 at a cost of \$725,000, leaving a balance of \$1,275,000, most of which will be devoted to work at Cowtown.

The City of Wichita is in the process of upgrading various facilities at the Old Cowtown Museum campus for code compliance, to enhance safety, and to improve the overall appearance of the museum. Where possible, work is being done by City staff to reduce costs. Other work is being done by outside contractors.

The City entered into a contract with McCluggage Van Sickle & Perry Architects (MVP) and Professional Engineering Consultants (PEC) on January 28, 2009 to prepare drawings and specifications for site electrical distribution improvements at Cowtown. Following the completion of plans and specifications, the City received bids for the execution of the work. Wichita Electric Company, Inc. was the low bidder at \$442,540.00 and on June 23, 2009, the City Council awarded the contract to Wichita Electric Company for the work.

Analysis: Work on the Cowtown campus was difficult to plan in detail because of the way the Museum evolved over the years. With primitive historic buildings in a rural setting, with existing features that are not code-compliant today, and with no as-built drawings to work from, conditions discovered during construction required adjustments in the contract documents.

Prices for these changes were negotiated by the City's project manager in conjunction with the architectural and engineering consultants. All work listed in this change order has been completed due to the need to finish the work before the museum's busy summer season. All changes in the work and the reasons for them are noted on the change order.

The change order includes the following items:

- Install meter, metering cabinet and meter stand at visitor center transformer (requested by Westar) \$2,401.08
- Install equipment rack at Empire Center (to resolve structural concerns with attachment of equipment to the building) \$3,283.38

- Increase lakeside low-voltage conduit from 1-inch to 2-inch (requested by City electrical personnel for future maintenance needs) \$3,917.82
- Delete painting of exposed conduits and panels (due to weather conditions) (\$1,200.00)
- Delete low voltage gutter at law office building (this feature not needed) (\$500.00)
- Add 14 future conduits each at pump house and 2 outhouses (requested by Cowtown staff and City electrical staff for future expansion capacity) \$8,788.32
- Extend conduits to maintenance building (construction of maintenance building on hold) \$5,916.00
- Relocate lakeside building transformer, north transformer, relocate outhouses, relocate MDPB, reduce MDPB feeder, install law office panel board, reduce McGinn building feeder, reduce 1961 feeder, increase Brown barn building feeder and panel size (to avoid disturbing tree roots) \$7,909.08
- Construct new distribution location at the courtyard with equipment stand only (to resolve structural concerns with attachment of equipment to the building) \$3,264.00

Financial Considerations: The total cost of the additional work is \$33,779.68 and will be funded from the CIP allocation for cultural facilities enhancements. This change order represents 7.63% of the original contract amount. The funding source is General Obligation bonds.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining and optimizing public facilities and assets.

Legal Considerations: The Law Department has approved the change order as to form.

Recommendation/Action: It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

Attachment: Change Order No. 1.



PUBLIC WORKS – BUILDING SERVICES DIVISION

[April 2, 2010]
CHANGE ORDER

To: Wichita Electric Company, Inc.
2020 E. Douglas
Wichita, KS 67214

Change Order No.: One (1)

Purchase Order No.: 930559

CHARGE TO OCA No.: 792503

Project: Old Cowtown Museum Campus
Electrical Distribution
FB 930107

Project No.: N/A

OCA No.: 792503

PPN: 435427

Please perform the following extra work at a cost not to exceed \$ 33,779.68

Additional Work:

- | | | |
|--|--------|-------------|
| 1) Install meter, metering cabinet and meter stand at Visitor's Center transformer..... | add | \$ 2,401.08 |
| 2) Install equipment rack at Empire Building..... | add | \$ 3,283.38 |
| 3) Increase Lakeside low-voltage conduit from 1" to 2" | add | \$ 3,917.82 |
| 4) Delete painting of exposed conduits and panels..... | deduct | \$ 1,200.00 |
| 5) Delete low voltage gutter at Law Office Building..... | deduct | \$ 500.00 |
| 6) Add 14 future conduits each at three separate distribution locations – Pump House and 2 outhouses..... | add | \$ 8,788.32 |
| 7) Extend conduits to Maintenance Building..... | add | \$ 5,916.00 |
| 8) Relocate Lakeside Building transformer, North transformer, relocate outhouses, relocate MDPB, reduce MPDB feeder, install Law Office Building Panel Board, reduce McGinn Building feeder, reduce 1961 feeder, increase Brown Barn Building feeder and panel size..... | add | \$ 7,909.08 |
| 9) Construct a new distribution location at the courtyard with equipment stand only..... | add | \$ 3,264.00 |

Reason for Additional Work:

- 1) Requested by Westar Energy
- 2) Resolves structural concerns with attachment of equipment to the building – equipment too heavy and too massive to be attached to the building, as originally specified.
- 3) Requested by Building Services maintenance electrical personnel as they felt the 1" conduit would be inadequate for working with in the future.
- 4) Winter not a good time for painting metal conduits and panels.
- 5) It was established later that this gutter is not needed.
- 6) Requested by Cowtown Museum and Building Services electrical maintenance crew for future use due to the changing dynamics at the Museum – new buildings always being added at the museum.
- 7) Construction of a new Maintenance Building put on hold. It is not clear when this Building will be constructed due to financial constraints. These conduits will serve the old Maintenance Building which will now be used for some time contrary to initial projections.

- 8) All these relocations were necessary to avoid disturbing tree roots at the Museum. The City's Park and Recreation Department trees conservator requested these relocations in order to provide the necessary buffer distances between the existing trees and the trenches. Unfortunately he was not consulted during the preparation of drawings and specifications leading to this change.
- 9) Resolves structural concerns with attachment of equipment to the building – equipment too heavy and too massive to be attached to the building, as originally specified.

Item	Negot'd/Bid Qty	Unit Price	Extension
------	-----------------	------------	-----------

CIP Budget Amount: \$ 2,000,000.00

Original Contract Amt.: \$ 442,540.00

Consultant: PEC/MVP Architects

Current CO Amt.: \$ 33,779.68

Exp. & Encum. To Date: \$ 1,618,628.54

Amt. of Previous CO's: \$ 0

Total of All CO's: \$ 33,779.68

CO Amount: \$ 33,779.68

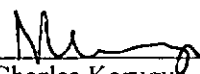
% of Orig. Contract / 10% Max.: %- 7.63%

Unencum. Bal. After CO: \$ 347,591.78

Adjusted Contract Amt.: \$ 476,319.68

Recommended By:

Approved:


Charles Karugu
Project Manager

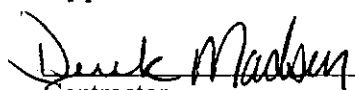
04-05-2010
Date


Ed Martin
Building Services Manager

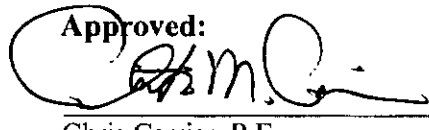
4/9/10
Date

Approved:

Approved:


Contractor

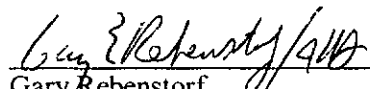
4-5-2010
Date


Chris Carrier, P.E.
Director of Public Works

4.21.10
Date

Approved as to Form:

By Order of the City Council:


Gary Rebenstorf
Director of Law

4-13-10
Date

Carl Brewer
Mayor

Date

Attest:

City Clerk



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Gary E. Rebenstorf, Director of Law
SUBJECT: Report on Claims for April 2010
DATE: May 5, 2010

The following claims were approved by the Law Department during the month of April 2010.

Dufford, Kelly	\$ 297.00
Estrada, Lisa	\$ 42.47
Martin, Clint	\$1,924.20
McGinn, Dorothy	\$ 178.39**
Smith, Geneva	\$ 169.00
Westar Energy	\$6,239.85
Wilkinson, Don	\$ 865.00

*City Manager Approval

** Settled for lesser amount than claimed

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

**City of Wichita
City Council Meeting
May 25, 2010**

TO: Mayor and City Council Members

SUBJECT: Change Order and related settlement: Asbestos Removal at 7700 E Kellogg
(former La Quinta Inn) (District II)

INITIATED BY: Department of Law

AGENDA: Consent

Recommendation: Approve the Change Order and authorize Release of Claims.

Background: On November 7, 2006, the City entered into a contract with Minority Contractors & Consultants, Inc. (MCCI) for removal of asbestos for 7700 East Kellogg (former La Quinta Inn). On August 21, 2007, City staff recommended to Council payment of a change order to cover the additional cost for rental of scaffolding, which was required to complete this project from a subcontractor, in the sum of \$51,087. Council took no action on that request. Since that time, MCCI has presented various change order requests through both formal and informal channels.

Analysis: City staff has conducted an audit and a due diligence review of all submitted MCCI expenses, has allowed opportunity to submit supplemental data, and has independently confirmed expenses from third parties. A Final Change Order has been prepared for the additional cost of scaffolding considered in 2007, and one approved expense for an additional bonding fee. Funding is available within the project.

Financial Considerations: The total cost of the additional expenses is \$51,593. The original contract amount is \$350,000. This Change Order plus previously approved change orders represent a total of 19.6% beyond the original contract amount. Sufficient funds remain in the project budget to pay this change order.

Goal Impact: This project promotes the Efficient Infrastructure goal as part of the construction of Kellogg - Rock Road Interchange project.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy. In addition, MCCI has executed a Claim Settlement Acknowledgement, and will execute a Release of All Claims as a pre-condition to receiving payment.

Recommendations/Actions: It is recommended that the City Council approve the Change Order on condition of receipt of a full release, and authorize the necessary signatures.

Attachments: Change Order and Claim Settlement Acknowledgement.

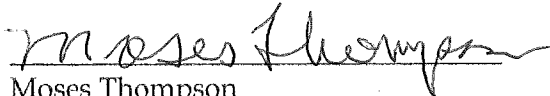
Claim Settlement Acknowledgement

I acknowledge, both personally and as the authorized representative of Minority Contractors and Consultants, Inc. (collectively described as MCCI), that in exchange for payment of the sum of \$51,593 from the City of Wichita, Kansas, MCCI will release the City of Wichita, and all its authorized representatives, from any liability or damages on all claims whatsoever that may have arisen or could arise from the La Quinta asbestos removal project.

I further acknowledge that this sum has been reached after multiple opportunities have been provided to MCCI to document and present any and all such claims, and that this sum represents the total compensation or consideration of any kind to be provided.

I understand that this settlement must be approved by the Wichita City Council to be effective, and that it will be necessary to sign a full release of all claims before receiving payment. I request that this matter be put on the City Council agenda for approval.

5/11/10
Date


Moses Thompson
Personally, and as Manager of
Minority Contractor and Consultants, Inc.



PUBLIC WORKS-BUILDING DIVISION

5/25/10

CHANGE ORDER

To: Minority Contractors & Consultants, Inc
4815 N. Hydraulic
Wichita, KS 67219

Project: Asbestos Removal at La Qunita
7700 E. Kellogg

Change Order No.: Six (6)
Purchase Order No.: PO 601389
CHARGE TO OCA No.: 702330

Project No.: N/A
OCA No.: 702330
PPN:

Please perform the following extra work at a cost not to exceed \$51,593.00

Rental of Scaffolding to pay three invoices from Midwest Scaffold Service –
8696 for \$14,760 - 01-1326 for \$26,530 - 01-1392 for \$10,497.50
Bonding Fee; \$506.00

CIP Budget Amount: \$	Original Contract Amt.: \$350,000.00
Consultant:	Current CO Amt.: \$51,787.50
*Total Expenditures & Encumbrances to Date: \$366,850	Amt. of Previous CO's: \$16,850.00
Unencumbered Balance: \$59,773.80	Total of All CO's: \$68,637.50
	% of Orig. Contract/25% Max: 19.6%
	*Adjusted Contract Amt.: \$418,637.50
*Includes Change Order(s)	

Approved:

Minority Contractors & Consultants, Inc. Date

Approved as to Form:

Gary Rebenstorf Date
Director of Law

Approved:

Chris Carrier, P.E. Date
Director of Public Works

By Order of the City Council:

Carl Brewer Date
Mayor

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Sale of 1024 North Minnesota (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: On August 11, 2009, City Council declared 1024 North Minnesota as surplus property. The 6,500 square foot site is improved with a 1,400 square foot, one and a half story residential house. The property is zoned multi-family however; the structure was converted into office space. The property was advertised for sale in the newspaper, included in mailings to real estate brokers and on the internet.

Analysis: The condition of the property is fair and given the cost to convert the property back into a livable space, few offers were received. An offer of \$13,000 has been received. The proposed buyer would like to convert the structure back into a single family unit and make it available for rent. It is recommended that the city accept the offer of \$13,000 and proceeding with a closing.

Financial Considerations: The City will receive cash consideration for the sale of the property. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any future maintenance costs.

Goal Impact: The sale and redevelopment of this property will support a dynamic core area and vibrant neighborhood.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Sale; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Aerial map and real estate contract.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2010 by and between City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Md Iqbal Ahmmed, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. Seller does hereby agree to sell and convey to Buyer by a Warranty Deed the following described real property, situated in Wichita, Sedgwick County, Kansas, to wit:

Lots 6 and 8, Minnesota Avenue, in Rogers Subdivision of Lot No. 5, in Tarltons Addition of Out Lots to the City of Wichita, Sedgwick County, Kansas.

2. Buyer hereby agrees to purchase and pay to Seller, as consideration for the conveyance to the Buyer the above-described real property, the sum of Thirteen Thousand Dollars (\$13,000) in the manner following, to-wit: Cash at closing.

3. Buyer and Seller hereby agree to split the closing costs with each party paying half.

4. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 100% by Buyer.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. Possession of said real property shall transfer upon closing.

7. The parties covenant and agree that except for closing and title insurance referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

8. This Contract shall be consummated and closed on or before June 7, 2010.

9. Seller makes no warranty or guarantee as to the suitability of the real property for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense shall examine the real property in order to determine such suitability including but not limited to:

- A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
- B. The presence or absence of any contamination by any hazardous substance;
- C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
- D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
- E. The extent and cost of compliance with subdivision regulations, building codes

and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;

- F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

10. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:


- A. Adult Book and Video Stores
- B. Community Correctional Facilities
- C. Half-way Houses
- D. Drug or Alcohol Rehabilitation Facilities
- E. Multi-game, Casino-style Gambling Facilities
- F. Commercial Billboards
- G. Car sales lots

11. The covenants and agreements contained in Paragraphs 9 and 10 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.

12. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER:


Md Iqbal Ahmmad

SELLER:

By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

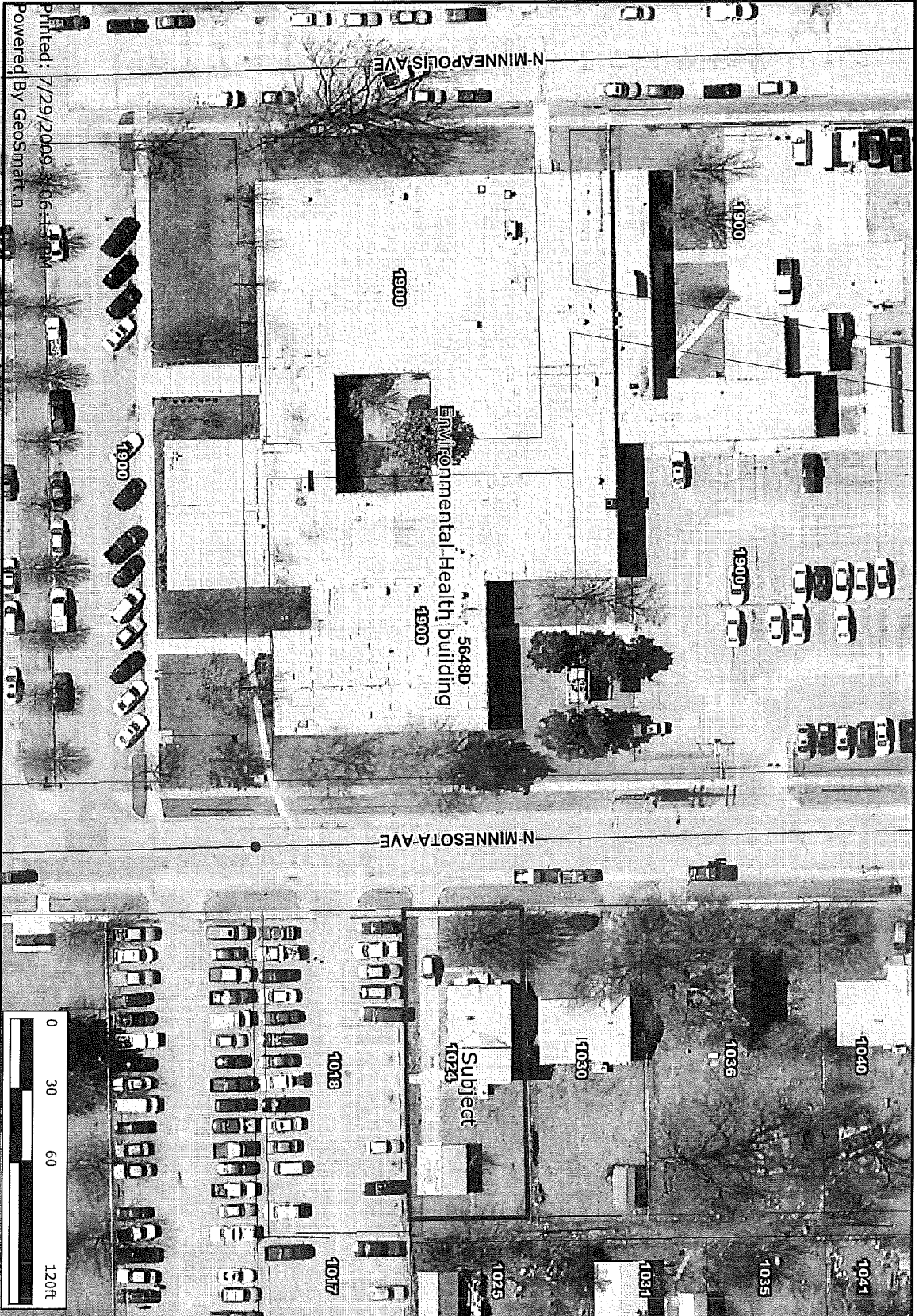
Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law



1024 North Minnesota



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Powered By GeoSmart



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guarantee as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



City of Wichita
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Memorandum of Understanding for Little Arkansas River
Watershed Protection Plan (All Districts)

INITIATED BY: Wichita Water Utilities

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding.

Background: On August 2, 2005 the City Council approved a Memorandum of Understanding (MOU) with the McPherson County Conservation District to assist in funding Best Management Practices (BMPs) in the Little Arkansas River watershed to reduce atrazine in the river. Subsequent MOUs for the same purpose have been approved annually since 2006.

Analysis: The Little Arkansas River is the source of water for the Equus Beds Aquifer Storage and Recovery project and the future expanded local wellfield. A task force composed of watershed stakeholders and several governmental agencies completed a Watershed Restoration and Protection Strategy (WRAPS) for the Little Arkansas River, which identifies several pollutants of concern in the river. One of greatest concern for the City of Wichita is atrazine, an herbicide widely used in corn and sorghum production. The WRAPS report estimates that atrazine is used on approximately 300,000 acres of cropland in the watershed. In order to recharge water from the river into the Equus Beds Aquifer, atrazine must be removed from the water prior to recharge. Steps to reduce or eliminate the atrazine in the river can result in significant reductions in the cost to treat the river water for recharge purposes.

During the first year of the MOU, a reduction of 40% in atrazine was obtained in areas where BMPs were implemented. 2006 through 2008 saw implementation of BMPs on 30,296 acres of sorghum and corn, and by 2009, nearly 7,000 acres of fields in the most vulnerable areas had atrazine BMPs implemented.

The intent of the MOU with the McPherson County Conservation District is to provide an incentive to producers within the watershed to install BMPs and to provide up to 100% cost share reimbursement. Eligible projects are approved by the McPherson County Conservation District and funded using an Environmental Protection Agency grant administered through Kansas Department of Health and Environment (KDHE), who provides 50% of the funds, with the City of Wichita providing the other 50%. For projects that are not currently covered under the state's program, the City pays up to 50% of the cost of the improvement or incentive payment, with the remaining costs the responsibility of the producer.

The Little Arkansas Watershed Advisory (LAWA) was created under the McPherson County Conservation District to review and approve BMPs in the watershed. A monitoring program, under Kansas State University Research and Extension Office, is being used to verify the effectiveness of the BMPs.

A number of other partners assist in this effort. KDHE provides funds for the educational efforts, demonstrations and some monitoring; Kansas State University Research and Extension performs water quality monitoring and analysis, BMP implementation and delivery of educational programs; and the Natural Resources Conservation Service assists with BMP implementation.

Financial Considerations: Funds for this program were historically supplied by Capital Improvement Program project W-549, Water Supply Projects. Beginning in 2009, this program is paid from the Production and Pumping Division's operating budget. The maximum City's share of the costs under the MOU will not exceed \$50,000 in fiscal year 2010.

Legal Considerations: The Law Department has approved the Memorandum of Understanding as to form.

Recommended Action: It is recommended that the City Council approve the Memorandum of Understanding with the McPherson County Conservation District and authorize the necessary signatures.

Attachments: Memorandum of Understanding.

Memorandum of Understanding
Between
McPherson County Conservation District
And
The City of Wichita

Purpose: The implementation of certain practices in the Little Arkansas River watershed above the City of Wichita's water intake points has positive impacts on the quality of water for the City's groundwater recharge project. In 2006 a demonstration project was initiated to evaluate the effectiveness of implementing Best Management Practices (BMP's) for atrazine in the Little Arkansas Watershed. Five sub-watersheds were selected to study with three targeted for rapid implementation of BMP's and the two adjoining watersheds receiving no special programs for atrazine. In years two and three, the project expanded to include three more watersheds targeted for BMP's implementation. In this three year study (2006-2008), atrazine BMP's have been implemented on 30,295 acres of grain sorghum and corn. Water quality monitoring data has shown significant reduction in concentrations and annual loadings of atrazine in those streams of watersheds where Best Management Practices (BMP's) were implemented. Varying weather conditions over the three year period has allowed us to more accurately evaluate these BMP's and predict results for other areas of the watershed. We have seen tremendous interest and participation in this program. More than 95% of those contacted have signed up to implement atrazine BMP's. EPA has recently granted a 4B alternative for the three original watersheds. This designation is their recognition of the plan in place by local citizens to reduce atrazine levels in the watershed. It also creates a need to continue the emphasis on BMP implementation and monitoring of water quality changes in these sub-watersheds. The Little Arkansas Watershed Program leadership team intends to continue studying these original watersheds. They also recognize the importance of using these predictable results to encourage growers in other vulnerable areas of the watershed to begin implementing atrazine BMP's. In 2009, nearly 7,000 acres of fields in those vulnerable areas had atrazine BMP's implemented. It is the goal of the LAWP leadership team to include additional vulnerable fields as funding allows. It is the intent of the Memorandum of Understanding (MOU) to provide an incentive to producers within the watershed to install these beneficial practices and provide up to 100% cost share reimbursement, within the county average costs, to producers who install beneficial practices as recommended by K-State Research and Extension (KSRE) or Natural Resources Conservation Services (NRCS), and to establish the procedure by which payment to those producers will be processed. Under the Little Arkansas Watershed Program (LAWP), the producer can apply for funding to implement or install eligible improvements approved by the Little Arkansas Watershed Advisory (LAWA). Upon approval and completion of these practices, the producer will receive reimbursement amounting to 50% of the county average cost, or actual cost, whichever is less, for implementing those improvements, from the McPherson County Conservation District utilizing KDHE (EPA 319 funds). The intention of this MOU is to facilitate a means whereby the producer could receive up to 100% reimbursements by having the city of Wichita provide up to a 50% cost share payment for the improvements. For other innovative practices recommended by KSRE or NRCS, that are not currently covered under existing programs, the City of Wichita will provide cost reimbursement up to 50%, or an incentive payment based on KSRE and SCC experience, as recommended and approved by the LAWA. The remaining costs would be the responsibility of the producer. The LAWA will review applications for cost reimbursements and will make decision for approval based on available payments and the impact of implementing specific practices. This MOU will cover cost share practices installed under the FY 2010 program year beginning September 1, 2009 through August 31, 2010.

McPherson County Conservation District Responsibilities:

The District will:

1. Maintain official records relative to farms and, through the LAWP leadership team, determine the producer's eligibility to participate in the LAWP and other official records.
2. Be responsible for maintain County Average Costs. County Average Costs will be the basis for determining if the practice(s) instituted by the producer were done in a cost effective manner. Expenses incurred by the producer above the County Average Cost will not be eligible for reimbursement.
3. Provide to the City a breakdown of the units (acres, lineal feet, etc.) performed which will include a copy of the CS4 form showing:
 - a. Best Management Practice (BMP) applies.
 - b. Total of the units applied or completed.
 - c. The County Conservation District County Average Cost for the BMP.
 - d. Dollar amount eligible for cost-share.
 - d. Dollar amount paid by cost-share fund.
4. Administer the cost share amount to the producer for KDHE (EPA 319) LAWP funds.
 - a. The total amount of LAWP funds available varies yearly with \$100,000 available for FY 2010. This consists of equal amounts of EPA 319 funds (\$50,000) and Wichita funds (\$50,000).
 - b. The maximum cost share to a single producer in a fiscal year will be reviewed annually.
5. Provide to the City of Wichita the name, address and Social Security number of the producer completing the demonstration, the type of practice implemented, and the legal description of the demonstration site. Producers will also provide a completed Vendor Registration Form to the City.
6. Provide an accounting of the program to all County Conservation Districts in the Little Arkansas Watershed.

City of Wichita Responsibilities:

The City will:

1. Maintain official records relative to the Little Arkansas Watershed Program (LAWP).
2. Will process payments and send them to the producer after a request for payment is received from the McPherson County Conservation District.
3. Provide notification to the McPherson County Conservation District of payments as soon as possible within workload requirements.
4. Provide funding in the amount up to \$50,000 to the Little Arkansas Watershed Program (LAWP) for FY 2010. Funding will be reviewed annually.

Both Parties:

1. This agreement can be modified with written consent of both parties.
2. This agreement can be terminated within 60 days written notice of either party.

McPherson County Conservation District

City of Wichita

Date

Date

APPROVED AS TO FORM:

Gary E Rebenstorf
Director of Law

City of Wichita
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Sole-Source Purchase of MacroTech Units for Zebra Mussel Control at Cheney Reservoir (All Districts)

INITIATED BY: Wichita Water Utilities

AGENDA: Consent

Recommendation: Authorize the purchase of copper ionization equipment for zebra mussel control at Cheney Reservoir from MacroTech as a sole source provider.

Background: On March 9, 2010, the City Council approved a design-build project to implement a zebra mussel control system at Cheney Reservoir. The \$2 million budget includes construction of a copper ionization system for water intake facilities and a solids removal system for the copper-treated water. This will protect the intake structure, piping systems and pump station at an estimated cost of \$30,000 annually.

Analysis: The copper ionization method of zebra mussel control utilizes two copper plates with an electrical charge which releases copper ions into the water. The level of copper is enough to inhibit eating, breeding and settling of zebra mussels but is well within drinking water standards.

AECOM, the consultant who evaluated zebra mussel control system alternatives for the City, recommended the copper ionization process based on its lower net present worth, lower life cycle cost and lower environmental risks. MacroTech is the creator of this particular large scale copper ion generation process, and is the only company listed for copper ionization control in the Army Corps of Engineers zebra mussel control guide. Cheney Pump Station will be the first water treatment installation of the MacroTech copper ionization process.

Timely implementation of the copper ionization system is critical in that zebra mussels are present, and a growing population can damage the City's raw water intake, pumping and transmission facilities. Purchase Ordinance No. 35-856, Section 2(b) provides for the purchase of equipment and supplies from sole source providers.

Financial Consideration: The cost for two ZM-20.HO Two-Stage MacroTech Copper Ion Generators is \$267,828 and will be paid from Capital Improvement Project (CIP) W-13. This cost includes the generators as well as full engineering and technical support, on-site start-up and operator training. This CIP project and associated funding was approved by the City Council on March 9, 2010.

Goal Impact: The project addresses the Efficient Infrastructure goal by assuring that the City's water supply from Cheney Reservoir is not diminished by the presence of zebra mussels.

Legal Considerations: Purchase Ordinance No. 35-856, Section 2(b) provides for the purchase of equipment and supplies from sole source providers.

Recommendations/Actions: It is recommended that the City Council approve MacroTech as the sole source of supply.

Attachments: None.

City of Wichita
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Central Maintenance Facility – Replace Roof at Main Building (District IV)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the project.

Background: The Central Maintenance Facility roof was installed in 1993 and is now more than six years past its manufacturer's 10-year life expectancy. In recent years some membrane failures have occurred, and in July 2009 it was damaged by hail. Over the past several years numerous repairs to the membrane have been made to extend its life, but it has degraded to a point where further repairs are impractical.

Analysis: Due to its age and recent storm damage, the Central Maintenance Facility roof membrane must be replaced to maintain and protect the building.

Financial Considerations: The purpose of this agenda item is to initiate the 2009, 2010 and 2011 funding designated for this purpose, totaling \$830,000 of general obligation bonds, in the Adopted 2009-2018 Capital Improvement Program (CIP) and to establish an account for performing the work. As work plans are developed for various projects over time, individual procurement contracts will be proposed following normal City purchasing procedures.

Goal Impact: This project addresses the Efficient Infrastructure goal to maintain and optimize public facilities and assets.

Legal Considerations: The Legal Department has approved the resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the resolution and authorize the necessary signatures.

Attachments: CIP Sheet, resolution and declaration of official intent certificate.

First Published in the Wichita Eagle on May 28, 2010

RESOLUTION NO. 10-148

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF REPLACING THE ROOF OF MAIN BUILDING AT CENTRAL MAINTENANCE FACILITY.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it is necessary to replace the roof of main building at Central Maintenance Facility.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the cost of replacing the roof of main building at Central Maintenance Facility. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$830,000, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this 25th day of May, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

DECLARATION OF OFFICIAL INTENT CERTIFICATE

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.
2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").
3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.
4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.
5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

CENTRAL MAINTENANCE FACILITY – REPLACE ROOF OF MAIN BUILDING
1801 S MCLEAN BLVD
PROJECT NUMBER 435460, OCA NUMBER 792543

6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is \$830,000.00 dollars exclusive of the cost of interest of borrowed money.
7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.
8. This certificate being signed and executed under oath by the Finance Director of the City on the _____ day of _____, 2010
(month, year)

CITY OF WICHITA, KANSAS

Kelly Carpenter, Director of Finance

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

Sworn to and subscribed before me this _____ day of _____.
(month, year)

My appointment expires:

Notary Public

City of Wichita
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Century II / Expo Hall – Repair / Replace Air Handlers and Rooftop Heating, Ventilating and Cooling (HVAC) Units, Roll-up Vehicle Door and Modifications and Repairs to the Energy Center. (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the project.

Background: Century II / Expo Hall is a high-usage multi-function facility utilized year around. The HVAC systems provide customer comfort and are vital to the success of these events, many of which have been held in this facility for decades. The roll-up door that secures the basement and allows show and event set up is obsolete, prone to failures and repair parts are scarce. The energy center at Century II has been experiencing water intrusion through the exterior masonry and poses a significant safety risk to staff and equipment.

Analysis: With the current age and condition of equipment and systems at this facility, it is recommended that the air handlers, roof top HVAC units and roll-up door be replaced, and that repairs and modifications be made to the Energy Center to stop water intrusion into the structure.

Financial Considerations: The purpose of this agenda item is to initiate the 2009, 2010 and 2011 funding designated for this purpose, totaling \$630,000 of general obligation bonds, in the Adopted 2009-2018 Capital Improvement Program (CIP) and to establish an account for performing the work. As work plans are developed over time, individual contracts for portions of the work will be brought to council for approval per normal City requirements.

Goal Impact: This project addresses the Efficient Infrastructure goal to maintain and optimize public facilities and assets.

Legal Considerations: The Legal Department has approved the resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the resolution and authorize the necessary signatures.

Attachments: CIP Sheet, resolution and declaration of official intent certificate.

CAPITAL IMPROVEMENT				
PROJECT AUTHORIZATION		USIS: To Initiate Project <input checked="" type="checkbox"/> To Revise Project <input type="checkbox"/>		1. Prepare in triplicate 2. Send original & 2 copies to budget 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.
CITY OF WICHITA				
1. Initiating Department PUBLIC WORKS	2. Initiating Division BUILDING SERVICES	3. Date 2/2/2010	4. Project Description & Location Century II Replace Roll up Door at Basement Vehicle Entrance, Modifications and Repairs to Energy Center, repair/replace air handlers and roof top HVAC units.	
5. CIP Project Number PN XXXXXX	6. Accounting Number PROJ # 415449 OCA # 792542	7. CIP Project Date (Year) 2009	8. Approved by WCC 20-Apr-10	Date
9. Estimated Start Date 2010	10. Estimated Completion Date 2011	11. Project Revised		
12. Project Cost Estimate				12A.
ITEM	GO	SA	OTHER	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
OTHER CONSTRUCTION	630,000			630,000
Totals	630,000			630,000
Total CIP Amount Budgeted	630,000			630,000
Total Prelim. Estimate	630,000			630,000
13. Recommendation: APPROVE THE PROJECT, ADOPT THE RESOLUTION AND AUTHORIZE THE NECESSARY SIGNATURES				
Division Head	Department Head	Budget Officer	City Manager	
		Date	Date	

First Published in the Wichita Eagle on May 28, 2010

RESOLUTION NO. 10-149

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF CENTURY II REPAIRS.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it is necessary to replace roll-up door at basement vehicle entrance, modifications and repairs to Energy Center, repair/replace air handlers and rooftop HVAC (Expo Hall).

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the cost of replacing the roll-up door at basement vehicle entrance, modifications and repairs to Energy Center, repair/replace air handlers and rooftop HVAC.

These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$630,000, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this 25th day of May, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

DECLARATION OF OFFICIAL INTENT CERTIFICATE

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.
2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").
3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.
4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.
5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

CENTURY II – Repair/replace to roll-up door, air handlers & roof top HVAC units and repairs & modifications to the Energy Center.
225 W DOUGLAS.
PROJECT NUMBER 435459, OCA NUMBER 792542

6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is \$630,000.00 dollars exclusive of the cost of interest of borrowed money.
7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.
8. This certificate being signed and executed under oath by the Finance Director of the City on the _____ day of _____, 2010
(month, year)

CITY OF WICHITA, KANSAS

Kelly Carpenter, Director of Finance

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

Sworn to and subscribed before me this _____ day of _____.
(month, year)

My appointment expires:

Notary Public

**City of Wichita
City Council Meeting
May 25, 2010**

TO: Mayor and City Council

SUBJECT: Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approve resolution authorizing filing of grant application.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of this resolution is to authorize staff to file for eligible federal funds for the support of the City's transit services for Fiscal Year 2010 capital purchases (pursuant to Section 5307 Urbanized Area Formula Annual Apportionment). Transit staff held a public hearing on May 21, 2010, with no adverse comments. Section 5307 funds are 80% federal and 20% local match.

Analysis: The proposed resolution authorizes funding to support the purchase of the following capital items:

- § One paratransit van for pass-through agency (Sedgwick County) - \$70,000
- § ITS equipment (additional funding for an interactive voice response system and vehicle computers for the ITS project currently underway) - \$100,000
- § Van maintenance facility construction (additional funding for energy efficiency enhancements to the facility currently under construction) - \$150,000
- § Van maintenance facility equipment (additional equipment, including media and conference room equipment and maintenance equipment, for facility currently under construction) - \$100,000
- § Bus wash - \$100,000

Financial Consideration: The total grant request is \$520,000. The federal share is \$416,000, and the local match of \$104,000 will be split between KDOT (\$90,000) and Sedgwick County (\$14,000). There are no City funds involved in the project.

Goal Impact: Funding from this grant will support Wichita Transit's role in providing for an efficient and effective infrastructure by maintaining and optimizing public facilities and assets.

Legal Consideration: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Actions: It is recommended that the City Council approve the resolution and authorize the necessary signatures.

Attachments: Resolution

RESOLUTION NO. 10-150

**A RESOLUTION AUTHORIZING
THE FILING OF AN APPLICATION
WITH THE FEDERAL TRANSIT ADMINISTRATION,
AN OPERATING ADMINISTRATION OF THE
UNITED STATES DEPARTMENT OF TRANSPORTATION,
FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED
BY 49 U.S.C. CHAPTER 53, TITLE 23,
AND OTHER FEDERAL STATUTES ADMINISTERED BY THE
FEDERAL TRANSIT ADMINISTRATION
TO SUPPORT FY 2010 SECTION 5307 PROJECTS**

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section 5307 – Annual Urbanized Formula Funds: transit enhancements and equipment; and a vehicle purchase.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

1. The City Manager is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for federal assistance under 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. §5307 projects.
2. That the City Manager is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on May 25, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
May 25, 2010**

To: Mayor and City Council

Subject: Grant with the Kansas Department of Transportation (All Districts)

Initiated By: Wichita Transit

Agenda: Consent Agenda

Recommendation: Apply for grant and authorize the Mayor to execute the contract with the Kansas Department of Transportation (KDOT).

Background: On May 10, 1999, Governor Bill Graves signed into law House Bill 2071, which provided for a new state Comprehensive Transportation Program (CTP). The CTP provides funding to address highway, shortline railroad, aviation, and public transportation. The CTP has been extended until the new Transportation Program (T-Works) takes effect in FY2013.

Under the provision of the CTP, the City of Wichita has been allotted \$1,085,375 for FY 2011 (July 1, 2010 through June 30, 2011), which may be used for capital or operating expenditures.

The KDOT grant application process requires official action by the governing body authorizing the filing of grant applications, execution of approved grants, and receiving funds to administer the grant's program. The governing body's approval will authorize the City of Wichita Transit Department to file for eligible state funds in support of the City's transit services for capital purchases and operations.

A public hearing was held on May 21, 2010 at the Transit Operations Center to solicit public comment.

Analysis: The grant will provide for continued KDOT-funded service enhancements, including \$90,000 for capital purchases and \$995,375 to be used for operating.

Goal Impact: Funding from this grant will support transit's role in providing for an efficient and effective infrastructure, as well as quality of life objectives.

Financial Considerations: The \$1,085,375 funds are 100% grant supported and requires no matching funds.

Legal Consideration: The City Law Department will review the contract prior to execution as to form.

Recommendations/Actions: It is recommended that the City Council approve the filing for the grant with KDOT and authorize the Mayor to execute the contract.

Attachments: None

City of Wichita
City Council Meeting
May 25, 2010

TO: Mayor and City Council Members

SUBJECT: Amendment of Contract for Labor Negotiation Consultant Legal Services

INITIATED BY: Department of Law/Human Resources

AGENDA: Consent

Recommendation: Approve the contract amendment for the City's Labor Negotiation Consultant

Background: In 2006 the City entered into a contract with the McAnany, VanCleave and Phillips law firm to serve as the City's Labor Negotiation Consultant. The City of Wichita employs approximately 3,300 employees and has 5 union contracts, with four labor organizations: IAFF, FOP, SEIU and Teamsters. The consultant has been assisting the City in conferring with these labor organizations for future labor contracts, as well as representing the City in a labor-related lawsuit in federal court.

Analysis: The City relies upon qualified legal counsel to provide professional consultation and legal services in connection with union negotiations. The firm acts as a consultant and advisor on an as needed basis and provides professional consulting services to the City in connection with the negotiation of union contracts. It is also continuing to represent the City in a labor-related lawsuit in federal court. Based on the high quality service provided by the firm and the continuing nature of union negotiations, it is recommended that the firm be retained to the completion of all the matters with which it is involved.

Financial Considerations: The contract amendment is for an amount of \$25,000. The hourly rate and expense items for the legal and consultation services are the same as the original contract.

Legal Considerations: The Department of Law drafted the Amendment to the Agreement for Professional Services for the City's Labor Negotiation Consultant and approved it as to form.

Goal Impact: Provide a Safe and Secure Community.

Recommendation/Action: It is recommended that the City Council approve the amendment to the contract and authorize the Mayor to sign.

Attachments: None.

AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES

By and Between

THE CITY OF WICHITA, KANSAS

And

ATTORNEYS

McANANY, VAN CLEAVE & PHILLIPS, P.A.

THIS AGREEMENT made and entered into this _____ day of December, 2009, is an amendment to the Agreement originally executed July 11, 2006 (hereinafter, the "July 2006 Agreement"), and amended on February 13, 2007 and April 9, 2007, by and between THE CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, having its principal office at 455 North Main Street, Wichita, Kansas (hereinafter called "City"), and McAnany, Van Cleave & Phillips, P.A. (hereinafter, the "Attorneys").

WITNESSETH:

WHEREAS, pursuant to the July 2006 Agreement, the Attorneys were retained by the City to provide legal services in connection with 2006 negotiations and matters related to labor relations; and,

WHEREAS, the initial \$75,000 amount authorized as compensation for the Attorneys was in the July 2006 Agreement, and the subsequent amendments permitted additional expenditures of \$20,000, \$60,000 and \$10,000, respectively; and,

WHEREAS, it has become necessary to amend the provisions of the Agreement to permit additional expenditures up to \$25,000 for negotiations and matters related to labor relations.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Paragraph 7 of the July 2006 Agreement, as amended by the February 13, 2007 amendment and the April 9, 2009 amendment, is hereby modified and amended to read as follows: "In no event shall the total compensation, including fees and expenses, pursuant to this Agreement exceed the sum of One Hundred Ninety Thousand Dollars (\$190,000), unless specifically authorized by the City Council of the City of Wichita, Kansas."

2. In all other respects, the terms and provisions of the July 2006 Agreement, as amended, between the parties hereto shall remain in force and effect as the same were previously approved by the parties.

IN WITNESS WHEREOF, this Agreement has been executed the day and year first above written.

THE CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

McANANY, VAN CLEAVE & PHILLIPS, P.A.,

By _____

City of Wichita
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: North Market (NOMAR) Gateway Tower (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the project and adopt the resolution.

Background: The 21st Street North Corridor Revitalization Plan, adopted by City Council in 2005, calls for the creation of a public market facility in the vicinity of 21st Street and Market. The City has established a partnership with the NOMAR Community Development Corporation (formerly the West 21st Street CDC) for the purpose of developing the NOMAR International Market on City-owned property on 21st Street North between Market and Broadway.

Funding in the amount of \$761,888 was approved by the City Council on October 21, 2008 for the design and construction of an outdoor public market as the first phase of the development. Construction of the market began November 3, 2009 and completion is expected in June 2010.

To complement the market, a NOMAR gateway tower is proposed to be constructed at the northwest corner of 21st and Broadway, with a pedestrian archway at the Market Street entryway on the west side of the facility. The NOMAR gateway tower will be an identifier for the market and a landmark for the neighborhood; the pedestrian archway will provide a sense of arrival for market customers and visitors. These architectural features will invite visitors to explore and enjoy the market and the community.

Analysis: Construction of the archway and tower is a separate project from the market plaza construction. The design concept was approved by the Design Council and the design will be completed in May. Construction is anticipated to begin in late June and to be completed in late August 2010.

Financial Considerations: The estimated cost to construct the NOMAR gateway tower and pedestrian archway is \$255,000. Funding for the project is included in the Adopted 2009 – 2018 Capital Improvement Program (CIP). The funding source will be General Obligation bonds.

Goal Impact: This project addresses the Core Area and Neighborhood goal by promoting the revitalization of the 21st and North Market area.

Legal Consideration: The Law Department has approved the resolution as to form.

Recommendations/Action: It is recommended that the City Council approve the resolution, authorize the project, and authorize the necessary signatures.

Attachments: CIP sheet and resolution.

CAPITAL IMPROVEMENT			
PROJECT AUTHORIZATION			USE
			To Initiate Project <input checked="" type="checkbox"/> X
			To Revise Project _____
CITY OF WICHITA			1. Prepare in triplicate 2. Send original & 2 copies to budget 3. City Manager to sign all copies 4. File original w/ initiating resolution in City Clerk 5. Return 2nd copy to initiating department 6. Send 3rd copy to Controller
1. Initiating Department PUBLIC WORKS	2. Initiating Division BUILDING SERVICES	3. Date 4/28/2010	4. Project Description & Location NOMAR GATEWAY TOWER
5. CIP Project Number	6. Accounting Number PROJ. 4435467 OCA #792556	7. CIP Project Date (Year) 2009 - 2018	8. Approved by WCC YES Date 02/02/2010
9. Estimated Start Date 2010	10. Estimated Completion Date 2010	11. Project Revised	
12. Project Cost Estimate			12A.
ITEM	GO SA	OTHER	TOTAL
CONSTRUCTION	235,000.00		235,000.00
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer			
Sidewalks			
Water			
Other DESIGN	20,000.00		20,000.00
Totals	255,000.00		255,000.00
Total CIP Amount Budgeted	255,000.00		
Total Prelim. Estimate			
13. Recommendation: APPROVE THE PROJECT, ITS RESOLUTION AND UTILIZATION OF THE FUNDS FOR DESIGN AND CONSTRUCTION OF THE GATEWAY TOW AND AUTHORIZE THE NECESSARY SIGNATURES			
Division Head	Department Head	Budget Officer	City Manager
		Date	Date

First Published in the Wichita Eagle on May 28, 2010

RESOLUTION NO. 10-151

A RESOLUTION OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF DESIGNING AND CONSTRUCTING THE NOMAR INTERNATIONAL MARKET GATEWAY TOWER AND PEDESTRIAN ARCHWAY AT THE NOMAR INTERNATIONAL MARKET.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

“Design and construct the Nomar Gateway Tower and Pedestrian Archway at the Nomar International Market, 204 E. 21st Street North”.

SECTION 2: The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the cost of designing and constructing the Nomar Gateway Tower and Pedestrian Archway. These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$255,000.00, exclusive of the costs of interest on borrowed money.

SECTION 3: This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED At Wichita, Kansas, this 25th day of May, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Wichita Art Museum – Design and Construction of Repairs to Sculpture Deck and Patio (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the project.

Background: Recent building condition assessments by Public Works of the 1977 sculpture deck and patio at the Wichita Art Museum have uncovered failures of the deck paver system. The brick pavers are showing excessive movement from freeze/thaw cycles that is threatening the integrity and walkability of the decks. In some locations, movement of the pavers is causing damage to the adjacent construction which will allow water to enter and cause additional damage.

Analysis: Due to age and damage, the walking decks must be replaced to maintain and protect the underlying building. Conditional analysis and engineering designs are needed to generate construction documents to resolve the paver system failure. Demolition and reconstruction will then be needed to replace the decks so that they will once again be safe and functional for use.

Financial Considerations: The purpose of this agenda item is to initiate the 2009, 2010 and 2011 funding designated for this purpose, totaling \$230,000 of general obligation bonds, in the Adopted 2009-2018 Capital Improvement Program (CIP) and to establish an account for performing the work. As work plans are developed for various projects over time, individual procurement contracts will be proposed following normal City purchasing procedures.

Goal Impact: This project addresses the Efficient Infrastructure goal to maintain and optimize public facilities and assets.

Legal Considerations: The Law Department has approved the resolution as to form.

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the resolution and authorize the necessary signatures.

Attachments: CIP sheet, resolution and declaration of official intent certificate.

CAPITAL IMPROVEMENT					
PROJECT AUTHORIZATION				USC:	
CITY OF WICHITA				To Initiate Project	<input checked="" type="checkbox"/>
				To Revise Project	<input type="checkbox"/>
				1. Prepare in triplicate 2. Send original & 2 copies to budget 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.	
1. Initiating Department PUBLIC WORKS	2. Initiating Division BUILDING SERVICES	3. Date 2/22/2010	4. Project Description & Location Design and Construction of Sculpture Deck and patio at Wichita Art Museum - repairing failed paver system.		
5. CIP Project Number PN XXXXXX	6. Accounting Number PROJ # 415457 OCA # 792540	7. CIP Project Date (Year) 2010 2011	8. Approved by WCC	Date 1/20/2010	
9. Estimated Start Date 2010	10. Estimated Completion Date 2011	11. Project Revised			
12. Project Cost Estimate				12A.	
ITEM	GO	SA	OTHER	TOTAL	
Right of Way					Plating Required
Paving, grading & const.					Lot Split
Bridge & Culverts					Petition
Drainage					Ordered by WCC
Sanitary Sewer					
Sidewalk					Remarks:
Water					
OTHER CONSTRUCTION	230,000			230,000	Request Council approval to authorize Contractual services for \$230,000 for
Totals	230,000			230,000	Design and Construction of Sculpture Deck and patio at Wichita Art Museum
Total CIP Amount Budgeted	230,000			230,000	repair failed paver systems.
Total Prelim. Estimate	230,000			230,000	
13. Recommendation: APPROVE THE PROJECT, ADOPT THE RESOLUTION AND AUTHORIZE THE NECESSARY SIGNATURES					
Division Head	Department Head			Budget Officer	City Manager
				Date	Date

RESOLUTION NO. 10-152

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF DESIGN AND CONSTRUCTION TO REPAIR THE FAILED PAVER SYSTEMS OF THE SCULPTURE DECK AND PATIO LOCATED AT THE WICHITA ART MUSEUM.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That it is necessary to design and construct for the repair of failed paver systems of the sculpture deck and patio located at the Wichita Art Museum.

SECTION 2. The governing body hereby declares it to be its intention to issue and sell, in the manner provided by law, general obligation bonds under the authority of K.S.A. 13-1024c, as amended by City of Wichita Charter Ordinance No. 156, to pay all or a portion of the cost of design and construction for the repair of failed paver systems of sculpture deck and patio located at the Wichita Art Museum.

These costs shall be paid by the issuance of general obligation bonds as aforesaid in an amount not to exceed \$230,000, exclusive of the costs of interest on borrowed money.

SECTION 3. This Resolution shall take effect and be in force from and after its passage and shall be published in the official City paper.

ADOPTED at Wichita, Kansas, this 25th day of May, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

DECLARATION OF OFFICIAL INTENT CERTIFICATE

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.
2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").
3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.
4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.
5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

WICHITA ART MUSEUM – SCULPTURE DECK AND PATIO DESIGN & CONSTRUCTION TO
REPLACE THE FAILED PAVER SYSTEM.
1400 W MUSEUM BOULEVARD
PROJECT NUMBER 435457, OCA NUMBER 792540

6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is \$230,000.00 dollars exclusive of the cost of interest of borrowed money.
7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.
8. This certificate being signed and executed under oath by the Finance Director of the City on the _____ day of _____.
(month, year)

CITY OF WICHITA, KANSAS

Kelly Carpenter, Director of Finance

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

Sworn to and subscribed before me this _____ day of _____.
(month, year)

My appointment expires:

Notary Public

CITY OF WICHITA
City Council Meeting
May 25, 2010

TO: Mayor and City Council

SUBJECT: Sale of Agricultural Land in Northwest Sedgwick County (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: On March 17, 1998, the City Council declared the city-owned land in northwest Sedgwick County, near Bentley, as surplus property. This site is generally located northeast of the intersection of 117th Street North and 199th Street West within Section 5, Township 25, Range 2 West. The original site contained approximately 240 acres and was acquired by the Water Department. In the past, 90 acres were sold with a 4.5 acre site retained for one of the three water well sites. The remaining 150 acres taken off the market as there was discussion that they might have future public use. On August 11, 2009, City Council again declared the remaining 150 acres as surplus. The well sites will remain in City ownership and access maintained by way of platted easements.

Analysis: An offer of \$161,700, or \$1,197 an acre was received. Depending on location and agricultural yield production, land sales in the area range between \$900 an acre to \$1,800 an acre. As this amount is the best offer received on this property and within the range of comparable properties, it is the recommendation of staff to accept the offer.

Financial Considerations: The City will receive cash consideration for the sale of the property. The surplus and sale of this property to a private party will place additional value into the tax base.

Goal Impact: The sale of this property will meet the Enhance the Quality of Life goal.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Sale; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Aerial map and real estate contract.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 4th day of March, 2010 by and between Michael and Dawnita Miller Trust dated Jan. 10, 2007, party of the First Part, hereinafter referred to as "Buyer," whether one or more, and City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Seller," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:

Part of the E1/2 of the SW1/4 and part of the W1/2 of the SE1/4 of Sec. 5, Twp. 25-S, R2-W of the 6th PM, Sedgwick County, KS. A survey will legally define the subject property less two, five acre sites to be retained by the Seller.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, less two, five acre well sites together with two ingress/egress easements, the sum of One Hundred Sixty-One Thousand Seven Hundred Dollars and No Cents (\$161,700) in the manner following, to-wit: cash at closing.

3. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

4. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before May 31, 2010.

5. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

6. Possession to be given to Buyer at closing.

7. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 50% closing costs, Seller will pay 50% closing costs. Cost of boundary survey to be paid for by Seller.

8. City makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense shall examine the real property in order to determine such suitability including but not limited to:

- A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
- B. The presence or absence of any contamination by any hazardous substance;
- C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
- D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
- E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;

F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

9. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:

- A. Adult Book and Video Stores
- B. Community Correctional Facilities
- C. Half-way Houses
- D. Drug or Alcohol Rehabilitation Facilities
- E. New or used Car Lots
- F. Multi-game, Casino-style Gambling Facilities
- G. Commercial Billboards

10. Seller hereby agrees to convey the water rights equivalent to one residential well.

11. The covenants and agreements contained in Paragraph 9-Real Estate Purchase Contract shall survive the closing of the sale intended hereby, and they shall bind the Buyer as fully after the sale as they do before.

12. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS-IS" basis and in "AS-IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents involved, and also agrees not to make any claim against the Seller or the brokers involved.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

BUYER:

Michael and Dawnita Miller Trust

Michael D. Miller - Trustee
Michael D. Miller, Trustee

Dawnita Miller - trustee
Dawnita Miller, Trustee

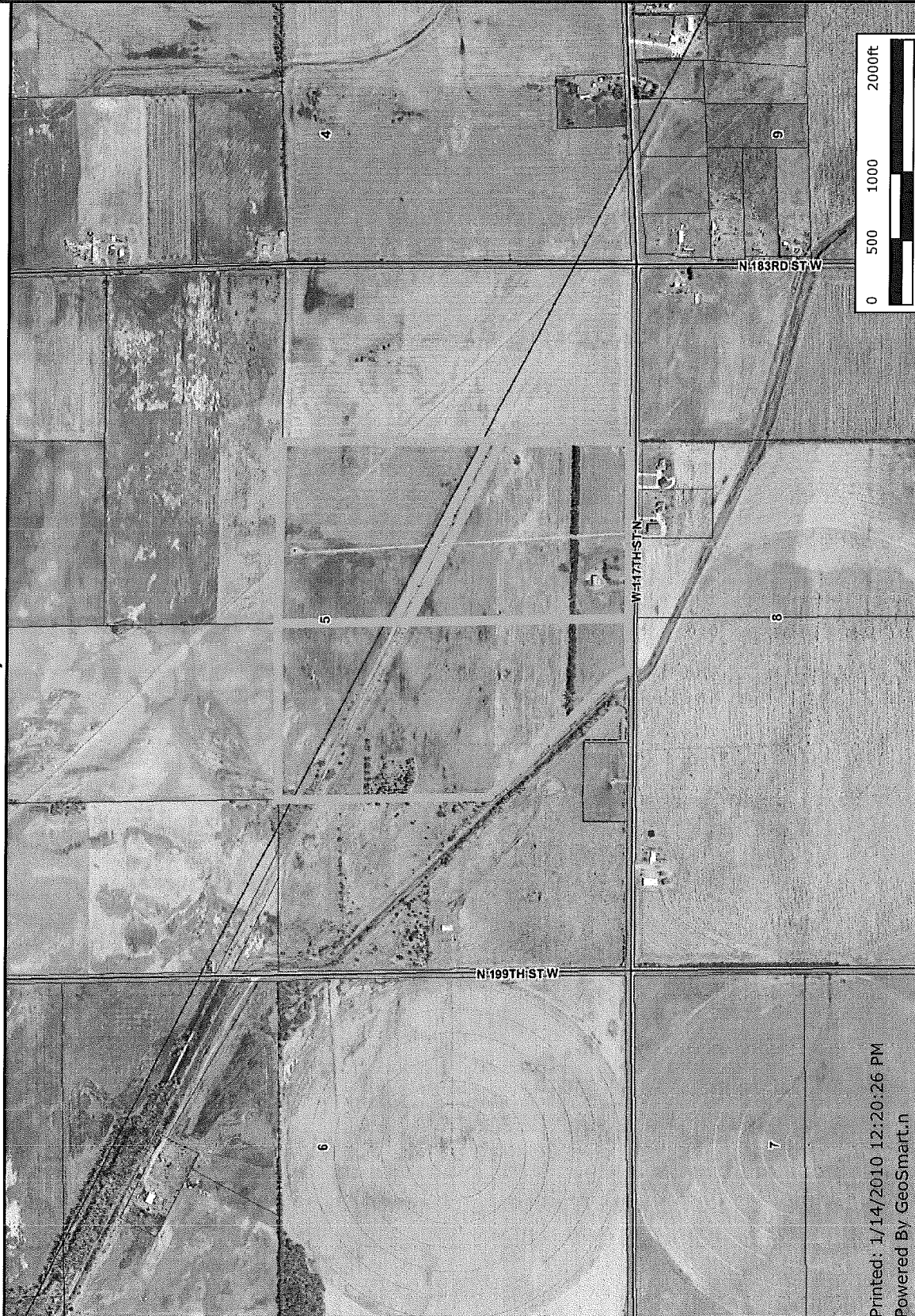
Approved as to Form:

Gary E. Rebenstorf
Gary E. Rebenstorf, Director of Law



City of Wichita

Bentley Farm



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Powered By GeoSmart.n

- Selected Features
- Historic Districts
- Old Town
- Delano Overlay District
- NO
- YES
- Property parcels
- Roads
 - State Highway
 - US Federal Highway
 - Interstate
 - KTA
 - Arterial
 - Collector
 - Minor
 - Ramp
- Railroads
- Township and Range
- Section
- Waterways
- Streams
- Historic Sites
- REGIONAL
- STATE/NATIONAL
- STATE
- Historic Environs
- Parks
- Airports
- SDRASTER.S-DEDATA.ORTH-01FT
- SDRASTER.S-DEDATA.ORTH-0



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

Second Reading Ordinances for May 25, 2010 (first read on May 18, 2010)

Public Hearing and Issuance of Health care Facilities Improvement Revenue Bonds, Larksfield Place.
(District II)

ORDINANCE NO. 48-736

An ordinance authorizing the City of Wichita, Kansas, to issue its retirement community revenue bonds, Series III, 2010 (Larksfield Place Retirement Communities, Inc. Project), in the aggregate principal amount of \$12,800,000 for the purpose of acquiring, constructing and equipping a retirement community; and authorizing the execution of certain documents in connection with the issuance of the bonds.

ZON2010-00011 – City zone change from GO General Office (“BO”) to NR Neighborhood Retail (“NR”); generally located on the south side of Central Avenue, 500 feet west of Woodlawn Boulevard.
(District II)

ORDINANCE NO. 48-741

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

2010 Street Rehabilitation Program.

ORDINANCE NO. 48-743

An ordinance declaring Hillside, between Lincoln and Lewis, and K-15 Highway, between the I-135 freeway and the Kansas turnpike (2010 Street Rehabilitation Program) (472-84897) to be main trafficways within the City of Wichita, Kansas; declaring the necessity of and authorizing certain improvements to said main trafficways; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of same.

Authorize and Approve an Interlocal Agreement by and between City of Wichita, Sedgwick County and United School District # 259 concerning the Neighborhood Revitalization Area Program.

ORDINANCE NO. 48-744

An ordinance of the city of Wichita, Kansas to amend the existing Neighborhood Revitalization Plan, and to authorize and approve a certain Interlocal agreement by and among the city of Wichita, Kansas, the Board of County Commissioners of Sedgwick County, Kansas and Unified School District No. 259, Sedgwick County, Kansas, pertaining to administration of the Neighborhood Revitalization Plan and the issuance of tax rebates thereunder.